

# SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1966

No. 391

STATE FARM FIRE AND CASUALTY  
COMPANY, ET AL., PETITIONERS,

vs.

KATHRYN TASHIRE, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES  
COURT OF APPEALS FOR THE NINTH CIRCUIT

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1  
[fol. 1]

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON**

Civil No. 65-30

**STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,**

**vs.**

**ELLIS D. CLARK, KENNETH GLASGOW, THERON NAUTA, ALICE  
ATTNEAVE, JAMES BRIGGS, GLADYS BUSHYHEAD, HENRY  
CAREY, MAXINE CAREY, MARY SHISEFSKI, LILLIAN G.  
FISHER, MILDRED FORRESTER, CLEO FOSTER, GAIL R.  
GREGG, GLADYS HART, GARY L. HENRY, HELEN C. HOHEN-  
SINNER, EDWARD HOLLENBECK, RICHARD E. A. JAMES,  
MARY ANN JONES, BARBARA MCGALLIAND, MARIA MARTIN,  
THOMAS MERRICK, ZOLA MOYDEN, MARY POOLEY, DORIS  
ROGERS, ALLAN SCHMIDT, BURL SIMINGTON, MAGGHELTSE  
SMIT, EVA SMITH, HARRY SMITH, JENNIFER SIBBIT,  
KATHERINE TASHIRE, RONALD N. TATE, LUCILLE WEST-  
OVER, RICHARD L. WALTON, JOHN DOE WILSON, DONALD  
WOOD, JOHNATHON ZIADY, GREYHOUND LINES, INC.,  
Defendants.**

**COMPLAINT—Filed January 22, 1965**

**Action in the Nature of Interpleader**

Comes now the plaintiff, pursuant to Title 28, Section 1335, U.S.C.A., and brings this action seeking interpleader and says:

1. Plaintiff, State Farm Fire and Casualty Company, is an insurance company organized and incorporated under the laws of the State of Illinois, and carrying on business in the State of Oregon, with its principal place of business [fol. 2] in the State of Illinois.

[File endorsement omitted]

2. The defendant Ellis D. Clark may be insured or have an interest in the insurance policy brought into question by this complaint.

3. The defendants Ellis D. Clark, Kenneth Glasgow, and Theron Nauta are residents and citizens of the State of Oregon.

4. The following persons are, or claim to be, injured as the result of the accident hereinafter described, and are each residents and citizens of the State of Oregon: Alice Attneave, Henry Carey, Theron Nauta, Burl Simington, and Katherine Tashire.

5. The following persons are, or claim to be, injured as the result of the accident hereinafter described, and are each residents and citizens of the State of California: James Briggs, Gladys Bushyhead, Mildred Forrester, Cleo Foster, Gladys Hart, Allan Schmidt, Jennifer Sibbit, Donald Wood, and Johnathon Ziady.

6. The following persons are, or claim to be, injured as the result of the accident hereinafter described, and are each residents and citizens of the State of Washington: Maxine Carey, Mary Chisefski, Helen C. Hohensinner, Edward Hollenbeck, Mary Ann Jones, Maria Martin, Mary Pooley, and Doris Rogers.

7. The following persons are, or claim to be, injured as the result of the accident hereinafter described, and are residents and citizens of the states indicated after their names: Gary L. Henry, South Dakota; and Zola Moyden, Montana.

8. The following persons are, or claim to be, injured as the result of the accident hereinafter described, and are residents and citizens of the Provinces of Canada indicated after their names: Lillian G. Fisher, British Columbia; Gail R. Gregg, Alberta; Richard E. A. James, British [fol. 3] Columbia; Barbara McGalliard, British Columbia; Thomas Merrick, British Columbia; Maggcheltse Smit,

Alberta; Eva Smith, British Columbia; Harry Smith, British Columbia; Ronald N. Tate, British Columbia; and Lucille Westover, Alberta.

9. The defendant Richard L. Walton, a citizen and resident of the State of Washington, is, or may be, beneficially interested by reason of the death occurring to his wife, Sue M. Walton, Deceased, which may have resulted from the accident hereinafter described.

10. The defendant John Doe Wilson, a citizen and resident of British Columbia, Canada, is, or may be, beneficially interested by reason of the death occurring to Jean Wilson, Deceased, which may have resulted from the accident hereinafter described.

11. The defendant Greyhound Lines, Inc., is a California corporation doing business in the State of Oregon and may be interested in the fund which may be established by this action in the nature of interpleader.

12. Primary jurisdiction is claimed under Title 28, Section 1335, U.S.C.A., although jurisdiction is also present by reason of diversity of citizenship and amount in controversy.

13. State Farm Fire and Casualty Company, on September 19, 1964, had in full force and effect its policy No. 9004 625-A10-37B providing for payment of damages which the insured should become legally obligated to pay because of bodily injury sustained by other persons arising out of the use of an automobile, with limits for bodily injury liability of Ten Thousand Dollars (\$10,000.00) for each person and Twenty Thousand Dollars (\$20,000.00) for each occurrence.

14. A specimen copy of said policy is attached hereto, made a part hereof, and marked "Exhibit 1".

15. By the terms and conditions of said policy the insurance provided therein does not apply to a non-owned [fol. 4] automobile while used in any other business or

occupation, except a private passenger automobile operated or occupied by the named insured or spouse.

16. On or about the 19th day of September, 1964, the defendant Ellis D. Clark, who was at that time named on the aforesaid policy, was operating a 1964 Dodge one-half ton pickup owned by the defendant Kenneth Glasgow which was being used at said time in the business of the defendant Kenneth Glasgow.

17. On said date an accident occurred while the defendant Clark was operating said vehicle on Interstate Highway 5, a public thoroughfare, at a point five-tenths of a mile north of the O'Brien Resort, north of the City of Redding, in Shasta County, State of California.

18. The vehicle being operated by the defendant Clark struck the left front corner of a bus belonging to the defendant Greyhound Lines, Inc., being operated by the defendant Theron Nauta, and possibly causing the injuries and deaths referred to above to the defendants listed in Paragraphs 4 through 10 herein who were passengers on said bus.

19. At least four (4) lawsuits have been filed in the Courts of the State of California against the defendant Ellis D. Clark and others, the total of the prayers of said lawsuits exceeding One Million One Hundred Ten Thousand Dollars (\$1,110,000). Numerous claims for damages also have been made against the defendant Clark and additional lawsuits are threatened. No suit has yet proceeded to trial.

20. The policy of insurance (Exhibit 4) of the plaintiff, provides that it has the duty with respect to such insurance as is afforded by its policy to defend any such suits brought against the insured.

21. Said policy provides that plaintiff has the right to [fol. 5] investigate, negotiate and settle claims or suits against the insureds.



22. If legal liability for all or substantially all of said injuries and deaths is established as against an insured of the plaintiff, the amount of such liability will substantially exceed the policy limits.

23. The plaintiff has no authority to admit liability for or on behalf of the defendant Clark.

24. The plaintiff does not believe that it is required to either defend or pay on behalf of the defendant Clark as the operation of the vehicle involved in the accident was excluded by the coverage of the policy by the terms referred to in Paragraph 15 herein.

25. The plaintiff has deposited with the Clerk of this Court the sum of Twenty Thousand Dollars (\$20,000.00) for the benefit of the defendants herein, which fund is conditioned upon a finding of the Court contrary to the position of the plaintiff that plaintiff's coverage does not extend to the defendant Clark under these circumstances and further is conditioned upon an appropriate order of interpleader being issued by this Court.

26. In the event that the Court should determine that the plaintiff's policy of insurance extends coverage to the defendant Clark under these circumstances, the plaintiff, to the extent needed to satisfy the claims of the injured defendants as against the defendant Clark, will relinquish all claim to the fund deposited with the Clerk.

Wherefore, plaintiff prays:

1. That the Court adjudicate and decree that plaintiff is not required to extend coverage to the defendant Clark under its policy of insurance herein and order the return of the fund deposited.

[fol. 6] 2. In the event the Court should determine adversely to the plaintiff, in that event the court enter an order of interpleader determining that the appropriate defendants are adverse claimants to the benefits of the fund made available by this proceeding.

6.

3. That the Court order such defendants who claim injury or damage to interplead and establish their respective claims.

4. That the Court adjudicate and decree that the plaintiff by the deposit of said sum with the Clerk to secure to the extent of its coverage the payment of damages suffered by the injured or damaged defendants has thereby discharged all its obligations growing out of bodily injury liability coverage of said policy, including the obligation to defend any lawsuit pending or henceforth filed against the defendant Clark growing out of this occurrence.

5. That the Court issue an injunction restraining all parties from further prosecuting any pending suits against plaintiff or the defendant Clark, or from instituting like proceedings before this or any other Court, whether Federal or State.

Williams, Skopil & Miller, By Al J. Laue, Of Attorneys for Plaintiff.

Williams, Skopil & Miller, 4th Floor, Pioneer Trust Building, Salem, Oregon, 364-4443.



# STATE FARM FIRE AND CASUALTY automobile policy

authorized representative

issuing office

Northwest Office  
4800 25th Avenue, N.E.  
Salem, Oregon  
97303

STATE FARM FIRE AND CASUALTY COMPANY / HOME OFFICE  
BLOOMINGTON, ILLINOIS

## DECLARATIONS

THE PREMIUM SHOWN IS FOR THE POLICY PERIOD AND COVERAGES INDICATED HEREON

POLICY NUMBER 9004 625-A10-37B  
NAMED INSURED CLARK, ELLIS D &  
BARBARA J  
1280 OJAI LN  
GRANTS PASS ORE  
POLICY PERIOD (Month-Day-Year) 06-10-64 TO 01-10-65  
THE COVERAGE IN FORCE IS INDICATED BY X OR  
DEDUCTIBLE AMOUNT UNDER PART I, PART II,  
AND PART III BELOW.  
AGENT DORIO 1211

## EXCEPTIONS AND ENDORSEMENTS

CAR 1 6040.2 FINANCED-VALLEY FINANCE CO, PO BOX 126,  
GRANTS PASS ORE.  
SES 6027 END.

9004 625-A10-37A REPLACED.

COVERAGE	PART I		PART II		PART III		DESCRIPTION OF AUTOMOBILE	PREMIUM
	CAR 1	X	\$100	\$	CHEV 56	4DR VB56L016189		\$ 63.05
CAR 2	X	\$100	\$	\$	CHEV 59	4T V3B59L102563		\$ 53.22
CAR 3		\$	\$	\$				
CAR 4		\$	\$	\$				

LIMITS OF LIABILITY IF AMENDED In Thousands of Dollars		BODILY INJURY LIABILITY	
A	EACH PERSON		
AND		BODILY INJURY LIABILITY	
B	EACH ACCIDENT		
AND		PROPERTY DAMAGE LIABILITY	
C	EACH ACCIDENT		
AND		MEDICAL PAYMENT	
C	EACH PERSON		

## EXPLANATION OF COVERAGE PARTS

PART I—Liability, Medical Payments, and Uninsured  
Automobile Coverage

PART II—Loss to Owned Automobile,  
(Deductible Comprehensive and Collision),  
and \$5 Deductible Road Service.

Entry under Part II is the deductible amount  
for Coverage I.

PART III—Comprehensive and \$5 Deductible Road  
Service.

Entry under Part III is the deductible  
amount for Coverage I.

1. The policy period shall be as shown under "Policy Period" and for such succeeding periods of six months each thereafter as the required renewal premium is paid by the insured on or before the expiration of the current policy period. The "Policy Period" shall begin and end at 12:01 A.M., standard time at the address of the named insured as stated herein. The premium shown is for the policy period and coverages indicated above.

2. The owned automobile will be principally garaged in the declared town and state.

3. Unless stated in the exceptions (a) no insurer has canceled automobile insurance issued to the named insured or any member of his household within the past three years, and (b) no license to drive or registration has been suspended, revoked or refused for the named insured or any member of his household within the past three years.

4. The named insured is the sole owner of the described automobile except as stated in the exceptions.

5. If a mortgage owner, conditional vendor, or assignee is named in the exceptions, loss, if any, under Parts II and III shall be payable to the named insured and to such additional interest as such interest may appear, and this insurance as to such additional interest shall not be invalidated by any act or negligence of the mortgagor or owner, nor by any change in the title or ownership, nor by any error or inadvertence in the description of the automobile until after notice of termination of the policy shall be given to such mortgage owner, conditional vendor, mortgagee or assignee stating when not less than ten days thereafter such termination shall be effective; provided, the lien-holder shall notify the company within ten days of any change of interest or ownership which shall come to the knowledge of said lien-holder and failure to do so will render this policy null and void.

6. The purposes for which the owned automobile is to be used are "pleasure and business" unless otherwise stated in the exceptions. (a) The term "pleasure and business" is defined as personal, pleasure, family and business use. (b) The term "commercial" or "commercial-farm" is defined as use principally in the business occupation of the named insured as stated in the exceptions, including occasional use for personal, pleasure, family and other business purposes.

Countersigned \_\_\_\_\_ 19 \_\_\_\_\_ at \_\_\_\_\_

by \_\_\_\_\_  
Authorized Representative



**ART I—LIABILITY AND MEDICAL PAYMENT.**

**COVERAGES A and B—(A) Bodily Injury Liability and (B) Property Damage Liability.**

(1) To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of (A) bodily injury sustained by other persons, and (B) property damage, caused by accident arising out of the ownership, maintenance or use, including loading or unloading, of the owned automobile; and to defend any suit against the insured alleging such bodily injury or property damage and seeking damages which are payable hereunder even if any of the allegations of the suit are groundless, false or fraudulent; but the company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient.

**Limits of Liability—Coverages A and B.** Unless specifically amended in the declarations, the company's limit of liability shall not exceed under:

coverage A, \$10,000 for all damages arising out of bodily injury sustained by one person in any one accident and subject to this provision \$20,000 for all such damages for bodily injury sustained by two or more persons in any one accident; coverage B, \$5,000 for all damages to all property of one or more persons or organizations in any one accident.

The inclusion herein of more than one insured shall not increase the limits of liability.

(2) As respects the insurance afforded under coverages A and B and in addition to the applicable limits of liability to pay:

- (a) costs taxed against the insured in any such suit and, after entry of judgment, all interest accruing on the entire amount thereof until the company has paid or tendered such part of such judgment as does not exceed the limit of the company's liability thereon;
- (b) premiums on bonds to release attachments not in excess of the applicable limit of liability and premiums on required appeal bonds, but without any obligation to apply for or furnish any such bonds;
- (c) expense incurred by the insured for immediate medical and surgical relief to others as shall be imperative at the time of accident;
- (d) reasonable expense, except loss of earnings, incurred by the insured at the company's request.

**(3) Financial Responsibility Laws.** When certified as proof of future financial responsibility under any motor vehicle financial responsibility law and while such proof is required during the policy period, this policy shall comply with such law if applicable, to the extent of the coverage and limits required thereby; but not in excess of the limits of liability stated in this policy. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

**COVERAGE C—Medical Payments.** To pay reasonable medical expenses incurred within one year from the date of accident:

**Division 1.** To or for the first person named in the declarations and, while residents of his household, his spouse and the relatives of either who sustain bodily injury, caused by accident, while occupying or through being struck by the owned automobile, or any other land motor vehicle or trailer not operated on rails or crawler-treads, but not (1) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads or (2) a land motor vehicle or trailer while located for use as premises and not as a vehicle or (3) a house trailer while used as permanent living quarters;

**Division 2.** To or for any other person who sustains bodily injury, caused by accident, while occupying the owned automobile, provided such automobile is being used by the named insured or his spouse, if a resident of the same household, or with the permission of either;

**DEFINITIONS—PART I**

**Insured—**under coverages A and B, the unqualified word "insured" includes (1) the named insured, and if the named insured is an individual, his spouse if a resident of the same household, (2) any other person while using the owned automobile, provided the operation and the actual use of such automobile are with the permission of the named insured or such spouse, and are within the scope of such permission; and (3) any person or organization legally responsible for the use thereof by an insured as defined under the two subsections above.

**Under coverage U** the unqualified word "insured" includes (1) the named insured, if an individual or husband and wife, his spouse if a resident of the same household, and the relatives of either; (2) any other person while occupying an insured automobile; and (3) any person, with respect to damages he is entitled to recover for care or loss of services because of bodily injury to which this coverage applies.

**Relative—**means a relative of the named insured or of his spouse, who is a resident of the same household, provided neither such relative nor his spouse owns a private passenger automobile.

**Owned Automobile—**means the motor vehicle or trailer described in the declarations, and includes a temporary substitute automobile, a newly acquired automobile, and, provided the described automobile is not classified as "commercial", under coverages A, B and C, a trailer owned by the named insured or his spouse, if a resident of the same household.

**Automobile—**means a four wheel land motor vehicle designed for use principally upon public roads, but "automobile" shall not include a midget automobile, nor any vehicle while located for use as a residence or premises.

**Non-Owned Automobile—**means an automobile or trailer not owned by or furnished or available for the frequent or regular use of either the named insured or any resident of the same household, other than a temporary substitute automobile.

**Private Passenger Automobile—**means a private passenger or station wagon type automobile.

**Utility Automobile—**means an automobile of the pick-up body, sedan delivery or panel truck type with a load capacity of 1500 pounds or less.

**Newly Acquired Automobile—**means an automobile, ownership of which is acquired by the named insured or his spouse if a resident of the same household if (1) it replaces an automobile owned by either and covered by this policy, or the company insures all automobiles owned by the named insured and such spouse on the date of its delivery, and (2) the named insured or such spouse notifies the company within 30 days following such delivery date of his election to make this and no other policy issued by the company applicable to such automobile. The named insured shall pay any additional premium required because of the application of the insurance to such newly acquired automobile.

**Temporary Substitute Automobile—**means an automobile not owned by the named insured or any resident of the same household, while temporarily used as a substitute for the owned automobile when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

**Midget Automobile—**means a land motor vehicle of the type commonly referred to as "midget automobile", "kart", "go-kart", "speedmobile" or by a comparable name, whether commercially built or otherwise.

**Insured Automobile—**under coverage U means:

- (1) an owned automobile, provided the use then, as by such named insured or spouse or any other person to whom such named insured or spouse has given permission to use such automobile, if the use is within the scope of such permission, or

provided that no such payment shall be made unless the person to or for whom such payment is made shall have executed a written agreement that the amount of such payment shall be applied toward the settlement of any claim, or the satisfaction of any judgment for damages entered in his favor, against any insured because of bodily injury arising out of any accident to which coverage A applies.

**Limit of Liability—Coverage C.** Unless specifically amended in the declarations, the company's limit of liability shall not exceed \$1,000 for all expenses incurred for each person who sustains bodily injury in any one accident.

**USE OF NON-OWNED AUTOMOBILES.** If the named insured is an individual or husband and wife, and if during the policy period such named insured, or the spouse of such individual if a resident of the same household, owns an automobile covered by this policy and classified as "pleasure and business" such insurance as is afforded by this policy under:

(1) coverages A and B applies to the use of a non-owned automobile by (a) such named insured or spouse, and (b) any other person or organization legally responsible for the use by such named insured or spouse of an automobile not owned or hired by such other person or organization;

(2) division 2 of coverage C applies to the use of a non-owned automobile by such named insured or spouse, provided the bodily injury results from its operation or occupancy by such named insured or spouse;

provided such use is with the permission of the owner or person in lawful possession of such automobile.

**COVERAGE U—Uninsured Automobile Coverage—Damages for Bodily Injury Caused by Uninsured Automobiles.** To pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury sustained by the insured, caused by accident and arising out of the ownership, maintenance or use of such uninsured automobile; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

**Limits of Liability—Coverage U.** The company's limit of liability shall not exceed: \$5,000 for all damages, including damages for care and loss of services arising out of bodily injury sustained by one person in any one accident and subject to this provision \$10,000 for all such damages for bodily injury sustained by two or more persons in any one accident provided that any amount payable as damages because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by:

(1) all sums paid on account of such bodily injury by or on behalf of the owner or operator of the uninsured automobile and any other person or organization jointly or severally liable together with such owner or operator for such bodily injury;

(2) all sums paid on account of such bodily injury under coverage A of this policy;

(3) all sums paid on account of such bodily injury under coverage C of this policy;

(4) the amount paid and the present value of all amounts payable under any workmen's compensation law, disability benefits law or any similar law.

Any payment made to an insured under this coverage shall be applied in reduction of any amount which he may be entitled to recover from any person who is an insured under coverage A of this policy.

but the term "insured automobile" shall not include a trailer of any type or any automobile while being used as a public or livery conveyance.

**Uninsured Automobile—**under coverage U means:

(1) a land motor vehicle with respect to the ownership, maintenance or use of which there is no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle; or

(2) a hit-and-run automobile as defined;

but the term "uninsured automobile" shall not include:

(i) an automobile defined herein as an "insured automobile";

(ii) a land motor vehicle owned by the named insured or by any resident of the same household;

(iii) a land motor vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;

(iv) a land motor vehicle which is owned by the United States of America, Canada, a state, a political subdivision of any such government or an agency of any of the foregoing;

(v) a land motor vehicle designed for use principally off public roads, except while being used on public roads;

(vi) a land motor vehicle while located for use as a residence or premises.

**Hit-and-Run Automobile—**under coverage U means a land motor vehicle which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with an automobile which the insured is occupying at the time of the accident, provided: (1) there cannot be ascertained the identity of either the operator or owner of such "hit-and-run automobile"; (2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and (3) at the company's request, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident.

**Trailer—**means a trailer not so described if designed for use with a private passenger automobile and if not (1) a passenger trailer, (2) a trailer used for business purposes with another type automobile, or (3) a trailer used as premises for office, store or display purposes. This insurance does not apply, under coverage C, to a house trailer while used as permanent living quarters. The word "trailer" includes semitrailer.

**Occupying—**means in or upon or entering into or alighting from.

**Automobile Business—**means the business or occupation of selling, leasing, repairing, servicing, storing or parking of automobiles.

**Bodily Injury—**means bodily injury, sickness or disease including death at any time resulting therefrom.

**Property Damage—**means injury to or destruction of property of others, including loss of use thereof.

**Damages—**wherever used with respect to coverage A includes damages for care and loss of services.

**Medical Expenses—**means expenses for necessary medical, surgical, X-ray, dental, ambulance, hospital, professional nursing and funeral services, eyeglasses, hearing aids and prosthetic devices.

**Person—**means a natural person and not a corporation, partnership, association or



is rented or leased to others by the insured, used as a public or livery conveyance, or used for carrying persons for a charge, but the transportation on a share expense basis in a private passenger automobile of friends, neighbors, fellow employees or school children shall not be deemed carrying persons for a charge;

(b) coverages A, B and division 2 of coverage C to a non-owned automobile

(1) while maintained or used by any person while such person is employed or otherwise engaged in an automobile business of the insured or of any other person or organization, or

(2) while used in any other business or occupation, except a private passenger automobile operated or occupied by such named insured or spouse;

(c) coverages A, B and C (except under division 1 of coverage C) while the owned automobile is used for the towing of any trailer owned or hired by the insured and not covered by like insurance in the company; or while any trailer covered by this policy is used with any automobile owned or hired by the insured and not covered by like insurance in the company;

(d) coverages A and B, (1) to liability assumed by the insured under any contract or agreement; or (2) to any obligation for which the United States may be held liable under the Federal Tort Claims Act;

(e) coverages A and B, except as to the named insured and his spouse, if a resident of the same household, to the owned automobile while used by any person while such person is employed or otherwise engaged in an automobile business, except that coverages A and B shall apply, as excess insurance over any other collectible insurance, to a resident of the same household as the named insured, to a partnership in which such resident or the named insured is a partner, or to any partner, agent or employee of the named insured, such resident or partnership;

(f) coverages A and B, to bodily injury or property damage with respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;

(g) coverage A, except as to the named insured and his spouse, if a resident of the same household, to any employee with respect to bodily injury of another employee of the same employer injured in the course of such employment arising out of the maintenance or use of an automobile in the business of such employer;

(h) coverage A, (1) to bodily injury to any employee of the insured arising out of

## PART II—LOSS TO OWNED

**COVERAGE L—Loss to Owned Automobile—Deductible.** To pay for loss to the owned automobile but only for the amount of each such loss in excess of the deductible amount stated in the declarations as applicable hereto. The deductible amount shall not apply if such loss is caused by fire or a theft of the entire automobile.

**Supplementary Payments.** If coverage L is afforded by this policy the company further agrees:

(1) In addition to the limit of liability (a) following a theft of the entire automobile to reimburse the named insured for transportation expense, not exceeding \$8 per day, incurred during the period starting 72 hours after the report of theft to the company and ending when the company offers settlement for the theft, and (b) to pay general average and salvage charges for which the insured becomes legally liable, because of the owned automobile being transported.

(2) To pay the reasonable expense incurred in connection with the owned automobile because of:

(a) delivery of gasoline, oil, loaned battery, or change of tire, but not the cost of such items;

## PART III—COMPREHENSIVE-DEDUCTIBLE

**COVERAGE K—Comprehensive-Deductible.** To pay for loss to the owned automobile except loss caused by collision, but only for the amount of each such loss in excess of the deductible amount stated in the declarations as applicable hereto. Breakage of glass, or loss caused by missiles, falling objects, fire, theft, larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion or colliding with birds or game animals shall not be deemed to be loss caused by collision. The deductible amount shall not apply to loss caused by fire or a theft of the entire automobile.

**Supplementary Payments.** If coverage K is afforded by this policy the company further agrees:

(1) In addition to the limit of liability (a) following a theft of the entire automobile to reimburse the named insured for transportation expense, not exceeding \$8 per day, incurred during the period starting 72 hours after the report of theft to the company and ending when the company offers settlement for the theft, and (b) to pay general average and salvage charges for which the insured becomes legally liable, because of the owned automobile being transported.

(2) To pay the reasonable expense incurred in connection with the owned automobile because of:

## DEFINITIONS—PARTS II AND III

The definitions of "Owned Automobile, Automobile, Newly Acquired Automobile, Temporary Substitute Automobile, Midget Automobile, and War" under Part I apply to Parts II and III.

*This insurance does not apply under Parts II and III:*

(a) while the owned automobile is rented or leased to others by the insured, used as a public or livery conveyance, or used for carrying persons for a charge, but the transportation on a share expense basis in a private passenger automobile of friends, neighbors, fellow employees or school children shall not be deemed carrying persons for a charge;

(b) to loss due to war;

(c) to loss due to taking by any governmental authority;

(d) to loss due to radioactive contamination;

## CONDITIONS

**(The Conditions Apply to All of the Parts and Coverages Unless Otherwise Noted)**

1. **Notice.** In the event of an accident or loss, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, and the names and addresses of injured persons and available witnesses, shall be given by or on

compensation law, or (ii) other employment obligation for which the insured or his insurer may be held liable under workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

(i) coverage A, to bodily injury to the insured or any member of the family of the insured residing in the same household as the insured;

(1) coverage B, to injury to or destruction of property owned or transported by the insured, or property rented to or in charge of the insured other than a residence or private garage injured or destroyed by a private passenger automobile covered by this policy;

(k) coverage C, to bodily injury to any person:

(1) if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

(2) while occupying or through being struck by any automobile, land motor vehicle or trailer if such vehicle is owned by the named insured or any resident of the same household and is not included in the definition of "owned automobile";

(3) other than the named insured and, while residents of his household, his spouse or the relatives of either, while occupying any vehicle not defined herein as an "owned automobile" or a "non-owned automobile";

(1) coverage C to the extent that any medical expense is paid or payable to or on behalf of the injured person under the provisions of any

(1) automobile or premises insurance affording benefits for medical expenses, (2) individual, blanket or group accident, disability or hospitalization insurance, or

(3) medical or surgical reimbursement plan;

(m) coverage C and with respect to expenses under coverage A(2) (c), to bodily injury or loss due to war;

(n) coverage U to bodily injury to an insured, or care or loss of services recoverable by an insured, with respect to which such insured, his legal representative or any person entitled to payment under this coverage shall, without written consent of the company, make any settlement with or prosecute to judgment any action against any person or organization who may be legally liable therefor;

(o) coverage U so as to insure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organization qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.

## AUTOMOBILE—DEDUCTIBLE

(b) mechanical first aid not to exceed one hour at the place of disablement;

(c) towing to the nearest garage or service station where the necessary repairs can be made if the automobile will not operate under its own power;

but only for the amount of such expense arising out of each disablement in excess of \$5.

**Limits of Liability—Settlement Options—Coverage L.** The limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof, the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace such property with other of like kind and quality, less depreciation and deductible amount applicable.

The company may at its option pay for the loss in money or may repair or replace the property or such part thereof as aforesaid, or may return any stolen property with payment for any resultant damage thereto at any time before the loss is paid or the property is so replaced, or may take all or such part of the property at the agreed value but there shall be no abandonment to the company. The company may, at its option, settle any claim for loss either with the named insured or the owner of the property.

## PART III—COMPREHENSIVE-DEDUCTIBLE

(a) delivery of gasoline, oil, loaned battery, or change of tire, but not the cost of such items;

(b) mechanical first aid not to exceed one hour at the place of disablement;

(c) towing to the nearest garage or service station where the necessary repairs can be made if the automobile will not operate under its own power;

but only for the amount of such expense arising out of each disablement in excess of \$5.

**Limits of Liability—Settlement Options—Coverage K.** The limit of the company's liability for loss shall not exceed the actual cash value of the property, or if the loss is of a part thereof, the actual cash value of such part, at time of loss, nor what it would then cost to repair or replace such property with other of like kind and quality, less depreciation and deductible amount applicable.

The company may at its option pay for the loss in money or may repair or replace the property or such part thereof as aforesaid, or may return any stolen property with payment for any resultant damage thereto at any time before the loss is paid or the property is so replaced, or may take all or such part of the property at the agreed value but there shall be no abandonment to the company. The company may, at its option, settle any claim for loss either with the named insured or the owner of the property.

## DEFINITIONS—PARTS II AND III

**Loss**—means each direct and accidental loss of or damage to an automobile covered by this policy including its equipment.

**Collision**—means collision of an automobile covered by this policy with another object or with a vehicle to which it is attached or upset of such automobile.

## EXCLUSIONS—PARTS II AND III

(e) while the owned automobile is subject to any bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, not declared in this policy;

(f) to any loss to the owned automobile which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such loss is the direct result of a theft covered by this policy, of the entire automobile;

(g) to tires unless stolen, damaged by fire, malicious mischief or vandalism, or unless such loss be coincident with other loss covered by this policy;

(h) to loss due to conversion, embezzlement or secretion by any person in possession of the owned automobile under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance.

behalf of the insured to the company or any of its authorized agents as soon as practicable. If claim is made or suit is brought against the insured, he shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.



In the event of theft prompt notice shall also be given to the police.  
If, before the company makes payment of loss under coverage U, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of an automobile involved in the accident, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the company by the insured or his legal representative.

2. Action Against Company. No action shall lie against the company:

- (a) Unless as a condition precedent thereto there shall have been full compliance with all terms of this policy.
- (b) Under coverages A and B, until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization, or the legal representative thereof, having secured such judgment or agreement, shall be entitled to recover under this policy to the extent of the insurance afforded. Nothing contained in this policy shall give any person or organization any right to join the company as a co-defendant in any action against the insured to determine the insured's liability.

Bankruptcy or insolvency of the insured or his estate shall not relieve the company of its obligations.

- (c) Under coverages C, K, L and U, until 30 days after the required notice of accident or loss has been filed with the company.

3. Assistance and Cooperation of the Insured. The insured shall cooperate with the company and upon its request, attend hearings and trials, assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of any legal proceedings in connection with the subject matter of this insurance. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

4. Subrogation. Upon payment under this policy, except under coverage C, the company shall be subrogated to all the insured's rights of recovery therefor and the insured shall do whatever is necessary to secure such rights and do nothing to prejudice them.

Upon payment under coverage C of this policy the company shall be subrogated to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery which the injured person or anyone receiving such payment may have against any person or organization and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

5. Trust Agreement. In the event of payment to any person under coverage U:

(a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;

(b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this coverage;

(c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;

(d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys' fees incurred by it in connection therewith;

(e) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

6. Medical Reports; Proof and Payment of Claim. As soon as practicable the person making claim under coverages C or U shall give to the company written proof of claim, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within 15 days after receiving notice of claim. The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity or death his legal representative, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

Under coverage U the insured and every other person making claim shall submit to examination under oath by any person named by the company and subscribe the same, as often as may reasonably be required.

Under coverage C the company may pay the injured person or any person or organization tendering the services and such payment shall reduce the amount payable hereunder. Any payment shall not constitute admission of liability of the insured or except hereunder, of the company.

Any amount due under coverage U is payable (a) to the insured, or (b) if the insured be a minor to his parent or guardian, or (c) if the insured be deceased to his surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents; provided, the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

7. Named Insured's Duties When Loss Occurs—Parts II and III. When loss occurs, the named insured also shall:

(a) use every reasonable means to protect the damaged property covered by this policy from any further loss; reasonable expense incurred in affording such protection shall be deemed incurred at the company's request;

(b) upon the company's request exhibit the damaged property to the company and submit to examinations under-oath by anyone designated by the company, subscribe the same, procure and produce for the company's examination all pertinent records, receipts and invoices, or certified copies, if originals be lost, permitting copies thereof to be made, all at such reasonable times and places as the company shall designate.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary, at Bloomington, Illinois, and countersigned on the declarations page by a duly authorized representative of the company.

8. No Benefit to Bailee—Parts II and III. The insurance hereunder, shall not insure directly or indirectly to the benefit of any carrier or other bailee for hire liable for loss to an automobile insured under this policy.

9. Other Insurance. With respect to any liability or loss to which this and any other automobile insurance policy issued to the named insured by the company also applies, the total limit of the company's liability under all such policies shall not exceed the highest applicable limit of liability under any one such policy.

Subject to the above paragraph, if the insured has other insurance against liability or loss covered by this policy, the company under coverages A, B, K and L, shall not be liable for a greater proportion of such liability or loss than the applicable limit of liability bears to the total applicable limit of liability of all collectible insurance against such liability or loss provided:

(a) The insurance with respect to a newly acquired automobile shall not apply to any liability or loss against which the insured has other collectible insurance applicable thereto in whole or in part.

(b) The insurance with respect to a temporary substitute automobile, a trailer and a non-owned automobile shall be excess over other collectible insurance.

Under coverage U with respect to bodily injury to an insured while occupying an automobile not owned by a named insured under this coverage, the insurance hereunder shall apply only as excess insurance over any other similar insurance available to such occupant, and this insurance shall then apply only in the amount by which the applicable limit of liability of this coverage exceeds the sum of the applicable limits of liability of all such other insurance.

Subject to the foregoing paragraph, under coverage U if the insured has other similar insurance available to him against a loss covered by this coverage, then the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable under this coverage for a greater proportion of the applicable limit of liability of this coverage than such limit bears to the sum of the applicable limits of liability of this insurance and such other insurance.

10. Arbitration. If any person making claim under coverage U and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured automobile because of bodily injury to the insured, or do not agree as to the amount payable hereunder, then each party shall, upon written demand of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if unable to agree thereon within 30 days, then upon request of the insured or the company such third arbitrator shall be selected by a judge of a court of record in the county and state in which such arbitration is pending. The arbitrators shall then hear and determine the question or questions so in dispute, and the decision in writing of any two arbitrators shall be binding upon the insured and the company, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration. Unless the parties otherwise agree, the arbitration shall be conducted in the county and state in which the insured resides and in accordance with the usual rules governing procedure and admission of evidence in courts of law.

11. Joint and Several Interests. If two or more insureds are named in the declarations, this policy shall apply to them jointly and severally but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

12. Two or More Automobiles. When two or more automobiles are insured hereunder, the policy shall apply separately to each as a motor vehicle and a trailer or trailers attached thereto shall be one automobile as respects the limits of liability under coverages A, B and C.

13. Changes. The terms of this policy may not be waived or changed except by policy endorsement attached hereto, signed by an executive officer of the company.

14. Assignment. No interest in this policy is assignable unless the company's consent is endorsed hereon. If the insured named in the declarations dies, this policy shall cover (a) his surviving spouse as named insured, (b) any person having proper temporary custody of the owned automobile until the appointment and qualification of a legal representative, and (c) thereafter his legal representative as named insured but only while acting within the scope of his duties as such.

15. Cancellation. The named insured may cancel this policy by mailing to the company written notice stating when thereafter such cancellation shall be effective.

The company may cancel this policy by written notice, addressed to the insured named in the declarations and mailed to the address shown therein, stating when not less than ten days thereafter cancellation shall be effective. Such notice of cancellation shall be sufficient notwithstanding the death of the insured named in the declarations.

The mailing of the notice shall be sufficient proof of notice and the effective date and hour of cancellation stated therein shall become the end of the policy period. Delivery of written notice shall be equivalent to mailing.

If the named insured cancels, earned premiums shall be computed in accordance with the company's short rate table and procedures. If the company cancels, earned premiums shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter, but the payment or tender of unearned premiums is not a condition of cancellation.

16. Liberalization Clause. If the company revises its policy form to grant broader coverage without additional charge, such insurance as is afforded hereunder shall be so extended or broadened effective upon adoption of such broader coverage by the company.

17. Policy Period, Territory. This insurance applies only to accidents and loss to an automobile insured hereunder which occur during the policy period in the United States of America, its territories or possessions, or Canada, or while such automobile is being transported between ports thereof, provided the described automobile is owned, maintained and used for the purposes stated in the declarations.

This insurance also applies under all coverages except coverage U to such accidents and loss in Mexico within 50 miles of the United States boundary. Loss in Mexico under Parts II and III shall be determined upon the basis of cost at the nearest United States point.

18. Declarations. By acceptance of this policy the insured named in the declarations agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary, at Bloomington, Illinois, and countersigned on the declarations page by a duly authorized representative of the company.

Walter J. Chemin

Edward B. Just

8-A

CF 6027 GENERAL ENDORSEMENT

In consideration of the premium at which the policy is written it is agreed that as of the effective date hereof the policy is amended in the following particulars:

6668 FINANCED-US NATL BANK OF ORE, GRANTS PASS BR,  
GRANTS PASS, ORE.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Nothing herein contained shall be held to alter, vary, waive or extend any of the terms, conditions, agreements or limitations of the undermentioned policy other than as hereinabove stated.

Effective 12:01 A.M. Standard Time, \_\_\_\_\_ Attached to and  
forming a part of policy number \_\_\_\_\_

Issued to \_\_\_\_\_  
by the STATE FARM FIRE AND CASUALTY COMPANY, of Bloomington, Illinois.

*Walter P. Vermin*  
Secretary

*Edward D. Ford*  
President

Countersigned \_\_\_\_\_ 19\_\_\_\_, at \_\_\_\_\_

by \_\_\_\_\_  
Authorized Representative

CF 6027



CF 6040.2 LOSS PAYABLE CLAUSE

It is agreed that as of the effective date hereof, the Policy is amended in the following particulars:

Loss or damage, if any, under this policy, shall be payable to Valley Finance Co,

PO Box 126, Grants Pass, Oregon

insurance as to the interest of the Conditional Vendor or Mortgagee or Assignee of Conditional Vendor or Mortgagee (hereinafter called the Lien-Holder) shall not be invalidated by any act or neglect of the Mortgagee or Owner of the within described automobile nor by any change in the title or ownership of the property; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by Purchaser, Mortgagee or Lessee in possession under a mortgage, conditional sale or lease agreement of the property insured is not covered under this policy, unless specifically insured against and premium paid therefor; and PROVIDED, also, that in case the Mortgagee or Owner shall neglect to pay any premium due under this policy the Lien-Holder shall on demand pay the same.

PROVIDED, also, that the Lien-Holder shall notify this company of any change of ownership or increase of hazard which shall come to the knowledge of said Lien-Holder and, unless permitted by this policy, it shall be noted thereon and the Lien-Holder shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this policy shall be null and void.

This company reserves the right to cancel this policy at any time as provided therein, but in such event the company will give the Lien-Holder a notice of termination stating when, not less than ten days thereafter, such termination shall be effective.

In case of any other insurance upon the within described property this company shall not be liable under this policy for a greater proportion of any loss or damage sustained than the sum hereby insured bears to the whole amount of valid and collectible insurance on said property, issued to or held by any party or parties having an insurable interest therein whether as Owner, Lien-Holder or otherwise.

Whenever this company shall pay the Lien-Holder any sum for loss or damage under this policy and shall claim that, as to the Mortgagee or Owner, no liability therefor existed, this company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all securities held as collateral to the debt, or may at its option, pay to the Lien-Holder the whole principal due or to grow due on the mortgage with interest, and shall thereupon receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the Lien-Holder to recover the full amount of its claim.

Such insurance as is afforded by the policy will not be invalidated by any error or inadvertence in the description of the automobile.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Nothing herein contained shall be held to alter, vary, waive or extend any of the terms, conditions, agreements or limitations of the undermentioned policy other than as hereinabove stated.

Effective 12:01 A.M. Standard Time, \_\_\_\_\_ . Attached to and forming a part of policy number \_\_\_\_\_

Issued to \_\_\_\_\_  
by the STATE FARM FIRE AND CASUALTY COMPANY, of Bloomington, Illinois.

*Walter F. Vermin*  
Secretary

*Edward B. Rust*  
President

Countersigned \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_,

by \_\_\_\_\_

CF 6040.2

Authorized Representative



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[fol. 11]

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

[Title omitted]

MOTION FOR ORDER TO SHOW CAUSE—  
Filed January 22, 1965

State Farm Fire and Casualty Company moves the Court for an order requiring the defendants to appear and show cause within 10 days of service upon them of said order if served within the District of this Court, or within 20 days if served within any other Federal Court District, or within 30 days if served outside the United States, why an injunction should not issue from this Court temporarily restraining the defendants from further prosecuting any [fol. 12] pending suits against plaintiff or the defendant Ellis D. Clark or from instituting like proceedings before this or any other court pending the determination of this Court in the Action in the Nature of Interpleader filed herein.

In support of such motion, plaintiff relies upon its pleading filed herein and Title 28, Section 2361, U.S.C.A.

Williams, Skopil & Miller, By Al J. Laue, Of Attorneys for Plaintiff.

Williams, Skopil & Miller, Attorneys at Law, Pioneer Trust Building, Salem, Oregon.

[File endorsement omitted]

[fol. 13]

## IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil No: 65-30

[Title omitted]

## ORDER TO SHOW CAUSE—January 22, 1965

To: Ellis D. Clark, Kenneth Glasgow, Theron Nauta, Alice Attneave, James Briggs, Gladys Bushyhead, Henry Carey, Maxine Carey, Mary Shisefski, Lillian G. Fisher, Mildred Forrester, Cleo Foster, Gail R. Gregg, Gladys Hart, Gary L. Henry, Helen C. Hohensinner, Edward Hollenbeck, Richard E. A. James, Mary Ann Jones, Barbara McGalliand, Maria Martin, Thomas Merrick, Zola Moyden, Mary Pooley, Doris Rogers, Allan Schmidt, Burl Simington, Maggehelte Smit, Eva Smith, Harry Smith, Jennifer Sibbit, Katherine Tashire, Ronald N. Tate, Lucille Westover, Richard L. Walton, John Doe Wilson, Donald Wood, Johnathon Ziady, Greyhound Lines, Inc

You, and each of you, are hereby ordered within 10 days of service upon you of this order, if served within the District of this Court, or within 20 days if served within any other Federal Court District, or within 30 days if served outside the United States, to appear and show cause in writing, if there is any, why an order of this Court should [fol. 14] not be entered temporarily restraining you from instituting or prosecuting any proceeding in any state of United States Court affecting the property or obligation involved in this interpleader action, and specifically against the plaintiff and the defendant Ellis D. Clark.

All of Which Is Considered, Ordered and Adjudged this 22nd day of January, 1965.

William G. East, Judge.

[File endorsement omitted]

[fol. 15]

[Stamp—U. S. District Court—District of Oregon—Filed  
April 13 1965—Keith Burns, Clerk, By H. Jorgensen,  
Deputy]

**SUMMONSES AND RETURNS**

**UNITED STATES DISTRICT COURT**

**FOR THE DISTRICT OF OREGON**

**Civil Action File No. 65-30**

**STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,**

**vs.**

**ELLIS D. CLARK, KENNETH GLASGOW, THERON NAUTA, ALICE  
ATTNEAVE, JAMES BRIGGS, GLADYS BUSHYHEAD, HENRY  
CAREY, MAXINE CAREY, MARY SHISEFSKI, LILLIAN G.  
FISHER, MILDRED FORRESTER, CLEO FOSTER, GAIL R.  
GREGG, GLADYS HART, GARY L. HENRY, HELEN C. HOHEN-  
SINNER, EDWARD HOLLENBECK, RICHARD E. A. JAMES,  
MARY ANN JONES, BARBARA MCGALLIAND, MARIA MARTIN,  
THOMAS MERRICK, ZOLA MOYDEN, MARY POOLEY, DORIS  
ROGERS, ALLAN SCHMIDT, BURL SIMINGTON, MAGGHELTSE  
SMIT, EVA SMITH, HARRY SMITH, JENNIFER SIBBIT,  
KATHERINE TASHIRE, RONALD N. TATE, LUCILLE WEST-  
OVER, RICHARD L. WALTON, JOHN DOE WILSON, DONALD  
WOOD, JOHNATHON ZIADY, GREYHOUND LINES, INC.,  
Defendants.**

**To the following named Defendants: Henry Carey, Burl  
Simington, Alice Attneave, Theron Nauta, Kenneth Glas-  
gow, Katherine Tashire, Ellis C. Clark, Greyhound Lines,  
Inc.**

**You are hereby summoned and required to appear and  
defend this action and to serve upon Williams, Skopil &**



Miller; Al J. Laue plaintiff's attorneys, whose address is 4th Floor, Pioneer Trust Building Salem, Oregon an answer to the complaint which is herewith served upon you, within ten days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Keith Burns, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: January 22, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

Form No. 104-200  
Edition 4-25-64

## RETURN ON SERVICE OF WRIT

United States of America,

DISTRICT OF Oregon

ss:

I hereby certify and return that I served the annexed Summons, Action in Interpleader, Order  
 and Order to Show Cause on the therein-named Henry Caray  
 (Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Gracie Caray, mother  
 (Individual or agent of company, corporation, etc.)

personally at 512 W. Fargo St.  
 (Address—Street number, apartment number,  
 rural route, etc.)

at Portland, Oregon in the said District  
 (City) (State)  
 at 5:25 a/m—p. m., on the 26th day of January, 19 65.

Marshal's fees 6.00

Mileage none  
 Total \$6.00

Eugene G. Hulett

United States Marshal

By Raymond O. Hume  
Deputy

U. S. GOVERNMENT PRINTING OFFICE 16-77777-2

Marshal's Civil No. 7073  
 Civil No. 65-30

Form No. 104a-600  
Revised 4-22-61

## RETURN ON SERVICE OF WRIT

United States of America,

District of Oregon

ss:

I hereby certify and return that I served the annexed Summons, Action in Interpleader, Order  
 and Order to Show Cause (With)  
 on the therein-named Earl Simington (Earl is correct)  
(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Mrs. Mamie Simington, mother  
(Individual or agent of company, corporation, etc.)

personally at 2416 N. Flint(Address—Street number, apartment number,  
rural route, etc.)

at Portland, Oregon (City) in the said District (State)

at 5:45 4 1/2 p. m., on the 26th, day of January, 19 62.

Marshal's fees 6.00

Mileage .48  
 Total \$6.48

Eugene G. Hulett

United States Marshal

By Raymond O. Hume  
Raymond O. Hume Deputy.

U. S. GOVERNMENT PRINTING OFFICE 16-57777-6

Marshal's Civil No. 7073  
 Civil No. 65-30

Form No. 128M 9-55  
Revised 7-25-55

## RETURN ON SERVICE OF WRIT

United States of America,

DISTRICT OF Oregon

ss:

I hereby certify and return that I served the annexed Summons, Action in Interpleader, Order  
and Order to Show Cause (Writ)  
 on the therein-named Alice Attneave

(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with her

(Individual or agent of company, corporation, etc.)

personally at Rt. 1 Box 319N(Address—Street number, apartment number,  
rural route, etc.)at Eugene, Oregon

(City)

in the said District

at 8:30 a. m. p/m, on the 28th. day of Jan., 19 65.

Eugene G. Hulett

United States Marshal

Marshal's fees 6.00

none

Mileage

Total

\$6.00

By

Raymond O. Hume

Deputy.

U. S. GOVERNMENT PRINTING OFFICE: 16-57777-2

Marshal's Civil No. 7073

Civil No. 65-30



20  
[fol. 19]

Form No. 104a 500  
Edition 4-22-64

# RETURN ON SERVICE OF WRIT

United States of America,

DISTRICT OF Oregon

ss:

I hereby certify and return that I served the annexed Summons, Action in Interpleader, Order  
and Order to Show Cause (Writ)  
on the therein-named Katherine TASHIRO (TASHIRO is correct)  
(Individual, partnership, corporation, etc.)

by handing to and leaving a true and correct copy thereof with her

(Individual or agent of company, corporation, etc.)

personally at Apt. #9-751 S. 14th. Ave.

(Address—Street number, apartment number,  
rural route, etc.)

at EUGENE, Oregon  
(City)

(State) in the said District

at 10:30 a.m. p/h. on the 28th. day of Jan., 19 65.

Marshal's fees 6.00

Eugene G. Hulatt

United States Marshal

Mileage none  
Total \$6.00

By

Raymond O. Hume

Deputy.

U. S. GOVERNMENT PRINTING OFFICE 16-7777-2

Marshal's Civil No. 7073  
Civil No. 65-30

Form No. URM 988  
Edition 4-22-61

## RETURN ON SERVICE OF WRIT

United States of America,

DISTRICT OF OREGON

ss:

I hereby certify and return that I served the annexed SUMMONS AND ORDER TO SHOW CAUSE  
 on the therein-named ELLIS D. CLARK, ET AL, (Writ)  
 (Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with together with a true and  
 correct copy of the ACTION IN INTERPLEADER MOTION FOR ORDER TO SHOW CAUSE  
 ON MR. THERON NAUTA (Individual or agent of company, corporation, etc.)

personally at his home ranch about 1 1/2 miles So. of Keno on Worden Road  
 (whose P.O. Box number is 52) (Address—Street number, apartment number,  
 rural route, etc.)

at KLAMATH FALLS, Oregon in the said District  
 (City) (State)  
 at 5:00 4:44 p. m. on the 23rd day of February, 19 65.

Marshall's fees 3.00 Order  
3.00 Summ  
 Mileage 70.80

Cost this service \$76.80

Eugene C. H.lett  
 United States Marshal  
 District of Oregon  
 United States Marshal

By Clarance A. Disney  
 CLARENCE A. DISNEY  
 DEPUTY U. S. MARSHAL Deputy

Court Civil No. 65-30

Oregon Marshal's Civil No. 7073

22  
[fol. 21]

Form No. 104B-500  
Edition 4-25-55

### RETURN ON SERVICE OF WRIT

United States of America,

District of Oregon

ss:

I hereby certify and return that I served the annexed Summons, Action in Interpleader, Order  
and Order to Show Cause (Writ)  
on the therein-named Ellis C. CLARK (D. is correct)  
(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with him

(Individual or agent of company, corporation, etc.)

personally at 800 N.E. 7th.

(Address—Street number, apartment number,

rural route, etc.)

at Grants Pass, Oregon

(City)

in the said District

(State)

at 3:40 a/m p. m., on the 28th. day of Jan., 19 65.

Marshal's fees 6.00

Eugene G. Hullett

United States Marshal.

Mileage none  
Total \$6.00

By

Raymond O. Hume

Deputy.

U. S. GOVERNMENT PRINTING OFFICE 16-57777-2

Marshal's Civil No. 7073  
Civil No. 65-30

Form No. DSM 202  
Edition 4-25-55

## RETURN ON SERVICE OF WRIT

United States of America,

DISTRICT OF Oregon

ss:

I hereby certify and return that I served the annexed Summons, Action in Interpleader, Order  
and Order to Show Cause (Writ)  
on the therein-named Kenneth GLASGOW  
(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with him  
(Individual or agent of company, corporation, etc.)

personally at 704 S. Shasta  
(Address—Street number, apartment number,  
rural route, etc.)

at Eagle Point, Oregon in the said District.  
(City) (State)  
at 4:55 a.m. p. m., on the 28th day of Jan., 19 65.

Marshal's fees 6.00

Eugene G. Hulett

United States Marshal.

Mileage 619m. 74.28  
Total \$80.28

By Raymond O. Hume  
Deputy.

U. S. GOVERNMENT PRINTING OFFICE 16-57777-2

Marshal's Civil No. 7073  
Civil No. 65-90



Form No. UCM 999  
Edition 4-55-41

**Editorial** 4-22-21

## RETURN ON SERVICE OF WRIT

United States of America.

DISTRICT OF OREGON

442

I hereby certify and return that I served the annexed SUMMONS AND ORDER TO SHOW CAUSE  
(Write)  
on the therein-named GREYHOUND LINS, INC., ET AL,  
(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with \_\_\_\_\_ together with a true and  
correct copy of the ACTION IN INTERPRETER with the C.T. Corporation  
(Individual or agent of company, corporation, etc.)  
System for the GREYHOUND LINES, INC.,

personally at \_\_\_\_\_ the office \_\_\_\_\_ at Room 800 of the Pacific Building \_\_\_\_\_  
at 520 S.W. Yamhill Street \_\_\_\_\_ (Address—Street number, apartment number, \_\_\_\_\_)

at PORTLAND, OREGON in the said District  
(City) (State)  
at 2:40 a/m - p. m., on the 26th day of JANUARY, 19 65.

Marshal's fees 6.00 United States Marshal.

Mileage none By

Cost this service **\$2.00**

Court Civil No. 65-30

Oregon Marshal's Civil No. 7073

Eugene C. Rullett  
United States Marshal  
District of Oregon

CELESTINE L. DIZNEY  
EDDY U. & MARSHALL

UNITED STATES MARSHAL

Portland, Oregon

RECEIVED  
UNITED STATES MARSHAL  
SAN FRANCISCO, CALIF.

865 JAN 26 1965

Date January 25, 1965

Edward A. Heslep  
United States Marshal

District of California - Northern

Oregon Marshal's No. 7073  
Court Civil No. 65-30

Dear Sir:

(cc)

Please accept the enclosed process, issued and recorded in this district, for service within your district. When service is completed list your expenses with your return on the process and mail it back to this office.

( )

The enclosed process was received via mail direct. Our service having been completed it is forwarded to be recorded in your district. Our return and expenses are noted on the process.

Very truly yours,

EUGENE G. HULETT  
United States Marshal  
District of Oregon

Pursuant to Manual pages 404.04 and 507.04 - Bul. 38 Item 4

*Allen D. Lindley*  
Allen D. Lindley

Chief Deputy.

## STATE FARM FIRE AND CASUALTY COMPANY

vs

ELLIS D. CLARK, et al.

Marshal's No. 7073  
Court Civil No. 65-30

## SERVE:

1-27 FORRESTER, Mildred  
1930 Haste Street  
Berkeley, Calif.

2-23 HART, Gladys  
1325 19th Ave.  
San Francisco, Calif.

2-8 SIBBIT, Jennifer  
81 Cambridge Heights  
Novato, California

2-3 ZAIDY, Johnathan  
276 32nd. Street  
San Francisco, Calif.

1-26 BUSHYHEAD, Gladys  
1312 92nd Ave.  
Oakland, Calif.

RH. POTTER, Cleo  
1133 Laguna St.  
San Francisco, Calif.

2-5 SCHMIDT, Allan  
43 Kinross St.  
San Rafael, Calif.

1-31 WOOD, Donald  
1422 Silvia St. 3100 Wheeler St.  
Berkeley, Calif.



UNITED STATES MARSHAL

Portland, Oregon

Date January 25, 1965

George E. O'Brien  
United States Marshal

District of California-Southern

Oregon Marshal's No. 7073  
Court Civil No. 65-30

Dear Sir:

(xxx) Please accept the enclosed process, issued and recorded in this district, for service within your district. When service is completed list your expenses with your return on the process and mail it back to this office.

NO ORIGINAL SUBS

( ) The enclosed process was received via mail direct. Our service having been completed it is forwarded to be recorded in your district. Our return and expenses are noted on the process.

Very truly yours,

STATE FARM FIRE AND CASUALTY CO.  
vs  
ELLIS D. CLARK, et al

EUGENE G. HULETT  
United States Marshal  
District of Oregon

Pursuant to Manual pages 404.04 and 507.04 - Bull. 38 Item 4

Allan D. Lindley  
Chief Deputy.

28

[fol. 27]

UNITED STATES MARSHAL

Portland, Oregon

Date January 25, 1965

Edward A. Healey  
United States Marshal

District of ~~California~~ Northern.

Oregon Marshal's No. 7073  
Court Civil No. 65-30

Dear Sir:

(cc)

Please accept the enclosed process, issued and recorded in this district, for service within your district. When service is completed list your expenses with your return on the process and mail it back to this office.

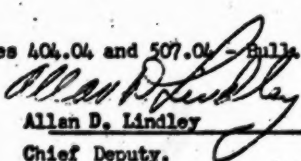
( )

The enclosed process was received via mail direct. Our service having been completed it is forwarded to be recorded in your district. Our return and expenses are noted on the process.

Very truly yours,

EUGENE G. HULETT  
United States Marshal  
District of Oregon

Pursuant to Manual pages 404.04 and 507.04 - Rule 38 Item 4

  
Allan D. Lindley

Chief Deputy.

UNITED STATES MARSHAL

Portland, Oregon

Date January 25, 1965

Leonard T. Hackathorn  
United States Marshal

District of South Dakota

Oregon Marshal's No. 7073  
Court Civil No. 65-30

Dear Sir:

XXXX

Please accept the enclosed process, issued and recorded in this district, for service within your district. When service is completed list your expenses with your return on the process and mail it back to this office.

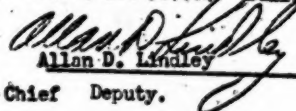
( )

The enclosed process was received via mail direct. Our service having been completed it is forwarded to be recorded in your district. Our return and expenses are noted on the process.

Very truly yours,

EUGENE G. HULETT  
United States Marshal  
District of Oregon

Pursuant to Manual pages 404.04 and 507.04 - Bull. 38 Item 4

  
Allan D. Lindley  
Chief Deputy.



## UNITED STATES MARSHAL

Portland, Oregon

Date January 25, 1965George A. Bakovets  
United States MarshalDistrict of MontanaMarshal's No. 7073  
Court No. 65-30

Dear Sir:

(enck)

Please accept the enclosed process, issued and recorded in this district, for service within your district. When service is completed list your expenses with your return on the process and mail it back to this office.

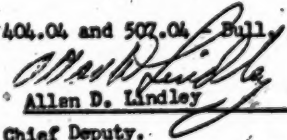
( )

The enclosed process was received via mail direct. Our service having been completed it is forwarded to be recorded in your district. Our return and expenses are noted on the process.

Very truly yours,

EUGENE G. HULETT  
United States Marshal  
District of Oregon

Pursuant to Manual pages 404.04 and 507.04 - Bull. 38 Item 4

  
Allen D. Lindley

Chief Deputy.

UNITED STATES MARSHAL

Portland, Oregon

Date January 25, 1965

Donald F. Miller  
United States Marshal

District of Washington - Western

Dear Sir:

(X) Please accept the enclosed process, issued and recorded in this district, for service within your district. When service is completed list your expenses with your return on the process and mail it back to this office.

( ) The enclosed process was received via mail direct. Our service having been completed it is forwarded to be recorded in your district. Our return and expenses are noted on the process.

Very truly yours,

EUGENE G. HULETT  
United States Marshal  
District of Oregon

Pursuant to Manual pages 404.04 and 507.04 - Bull. 38 Item 4

  
Allen D. Lindley

Chief Deputy.

Oregon Marshal's No. 7073  
Court Civil No. 65-30

*Receipt*

UNITED STATES MARSHAL  
Portland, Oregon

Date January 25, 1965

Leonard T. Hackathorn  
United States Marshal  
District of South Dakota

Oregon Marshal's No. 7073  
Court Civil No. 65-30

Dear Sir:

(XXX)

Please accept the enclosed process, issued and recorded in this district, for service within your district. When service is completed list your expenses with your return on the process and mail it back to this office.

X

The enclosed process was received via mail direct. Our service having been completed it is forwarded to be recorded in your district. Our return and expenses are noted on the process.

Very truly yours,

EUGENE G. HULETT  
United States Marshal  
District of Oregon

Pursuant to Manual pages 404.04 and 507.04 - Bull. 38 Item 4

*Allan D. Lindley*  
Allan D. Lindley  
Chief Deputy.

*Endeavor South Dakota*



[fol. 32]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil Case No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

—vs.—

ELLIS D. CLARK, GREYHOUND LINES INC., et al., Defendants.

UNITED STATES MARSHAL'S ENDEAVOR OF SERVICE OR SUMMONS, ACTION IN INTERPLEADER, EXHIBIT, ORDER AND ORDER TO SHOW CAUSE

Received the within and attached Summons, Action In Interpleader, Exhibit, Order and Order to show cause, on the 1st. day of February, 1965, at Rapid City, South Dakota, and, after due and diligent search and inquiry, I was unable to locate the with-in named Gary L. Henry, within the District of South Dakota. I have been reliably informed by Dorothy Henry, sister of Gary L. Henry, of 2011 Jennings Street, Hot Springs, South Dakota, that the said Gary L. Henry has moved to 670 west 10th. Street, Eugene, Oregon and is reported to be enrolled in a trade school in Eugene, Oregon. I therefore return this writ Not Served or Executed.

Dated at Rapid City, South Dakota, this 3rd. of February, 1965.

Leonard T. Heckathorn, United States Marshal, District of South Dakota, By: Donald H. Herman, Deputy.

Marshal's Fees

Mileage on Endeavor	
(116 Mi.) to serve .....	\$13.92
Forwarding Fee .....	\$ 1.00

34  
[fol. 33]

STATE FARM FIRE & CASUALTY CO. VS. ELLIS D. CLARK, et al

Oregon  
#65-30

Form No. 1000 500  
Revised 4-22-55

RETURN ON SERVICE OF WRIT

United States of America,  
Southern DISTRICT OF California ss:

Summons, Action in Interpleader,  
Motion for Order to Show Cause and  
Order to Show Cause  
(Write)

I hereby certify and return that I served the annexed  
on the therein-named James Briggs  
(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Him  
(Individual or agent of company, corporation, etc.)

personally at 2345 Haliotropa Drive  
(Address—Street number, apartment number,  
rural route, etc.)

at Santa Ana California in the said District  
(City) (State)  
at 8:55 ~~min~~ p. m., on the 3rd day of March, 19 65

Out of Dist. Fee \$2.00

Marshal's fees \$6.50

Mileage 11.56

GEORGE E. O'BRIEN

United States Marshal.

By L. H. Hayes, Jr.  
(L. H. Hayes, Jr.) Deputy.

(Sent in 2<sup>nd</sup> class mail)

U.S. GOVERNMENT PRINTING OFFICE: 1962-O-572719

Total = \$18.56

Form No. USM 202  
Edition 4-22-55

## RETURN ON SERVICE OF WRIT

United States of America,

Northern District of California

ss: Civil No. 65-30 Oregon

By *S. J. Gispencio*I hereby certify and return that I served the annexed Summons and Action in  
Interpleader (Writ)on the therein-named Gladys Bushyhead  
(Individual, company, corporation, etc.)by handing to and leaving a true and correct copy thereof with Gladys Bushyhead

(Individual or agent of company, corporation, etc.)

personally at 1312 - 92nd Avenue

(Address—Street number, apartment number,

Rural route, etc.)

at Oakland California in the said District  
(City) (State)at a. m.—p. m., on the 26th day of January, 1965

Marshal's fees	\$3.00
Forwarding fee	1.00
Mileage	4.56
Endv. 1-26-65	4.56
	<u>\$13.12</u>

EDWARD A. HENNER

United States Marshal

By

*Thomas P. McGowan*  
Thomas P. McGowan,

Deputy.

U.S. GOVERNMENT PRINTING OFFICE: 1953-O-673719



Form No. URM 588  
Edition 4-22-48

## RETURN ON SERVICE OF WRIT

United States of America,  
Northern DISTRICT OF California

ss. Civil No. 65-30 Oregon

I hereby certify and return that I served the annexed Motion and Order to Show Cause  
(With)  
on the therein-named Gladys Bushyhead  
(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Gladys Bushyhead  
(Individual or agent of company, corporation, etc.)

personally at 1312 - 92nd Avenue  
(Address—Street number, apartment number,  
rural route, etc.)

at Oakland California in the said District  
(City) (State)

at \_\_\_\_\_ a. m.—p. m., on the 26th day of \_\_\_\_\_, 19\_\_\_\_

Marshal's fees \$3.00  
Forwarding fee 1.00  
Mileage 4.00

EDWARD A. HESLER,

United States Marshal

By

Thomas P. McGowan  
Deputy.

Form No. USM 228  
Edition 6-22-55

## RETURN ON SERVICE OF WRIT

United States of America,

Northern District of California

ss: Civil No. 65-30 Oregon

I hereby certify and return that I served the annexed Summons and Action in  
Interpleader Mildred Forrester (Writ)  
 on the therein-named \_\_\_\_\_  
 (Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Mildred Forrester  
 \_\_\_\_\_  
 (Individual or agent of company, corporation, etc.)

personally at 1930 Haste Street  
 \_\_\_\_\_  
 (Address—Street number, apartment number,  
 rural route, etc.)

at Berkeley California in the said District  
 (City) (State)  
 at \_\_\_\_\_ a. m.—p. m., on the 27th day of January, 1965

Marshal's fees \$3.00  
 Forwarding fee 1.00  
 Mileage 3.60  
\$ 7.60

EDWARD A. HESTER  
 United States Marshal.  
 By Thomas P. McGowan, Deputy.

Form No. 100-100  
Edition 1-23-25

## RETURN ON SERVICE OF WRIT

United States of America,  
Northern District of California

ss: Civil No. 65-30 Oregon

I hereby certify and return that I served the annexed Motion and Order to Show Cause  
(Writ)  
on the therein-named Mildred Forrester  
(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Mildred Forrester

(Individual or agent of company, corporation, etc.)

personally at 1930 Haste Street(Address—Street number, apartment number,  
rural route, etc.)

at Berkeley California in the said District  
(City) (State)

at \_\_\_\_\_ a. m.—p. m., on the 27th day of \_\_\_\_\_, 19\_\_\_\_

Marshal's fees \$3.00Forwarding fee 1.00Mileage 4.00

EDWARD A. HESLEY,

United States Marshal

By

Thomas P. McGowan Deputy

Form No. URM 200  
Edition 4-23-64

## RETURN ON SERVICE OF WRIT

United States of America,

Northern DISTRICT OF California

ss: Civil No. 65-30 Oregon

I hereby certify and return that I served the annexed Summons and Action in  
Interpleader (Writ)on the therein-named Donald Wood

(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Linda Wood, wife, a  
competent adult who resides at the usual place of abode of defendant,  
(Individual or agent of company, corporation, etc.)personally at 3100 Wheeler(Address—Street number, apartment number,  
rural route, etc.)at Berkeley California in the said District  
(City) (State)at a. m.—p. m., on the 31st day of January, 19 65

Marshal's fees	\$3.00
Forwarding fee	1.00
Mileage	3.36
Endv. 1-28-65	3.60
Endv. 1-29-65	3.36
Endv. 1-30-65	3.36

17.68

EDWARD A. HESLER

United States Marshal

By

Thomas P. McGowan,

Deputy.

U.S. GOVERNMENT PRINTING OFFICE: 1963-O-473716



Form No. URM 222  
Edition 4-23-55

RETURN ON SERVICE OF WRIT

United States of America,  
Northern DISTRICT OF California

ss: Civil No. 65-30 Oregon

I hereby certify and return that I served the annexed Motion and Order to Show Cause  
(Write)  
on the therein-named Donald Wood  
(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Linda Wood, wife, a  
competent adult who resides at the usual place of abode of defendant  
(Individual or agent of company, corporation, etc.)

personally at 3100 Wheeler  
(Address—Street number, apartment number,  
rural route, etc.)

at Berkeley California in the said District  
(City) (State)  
at        a. m.—p. m., on the 31st day of January, 19 65

Marshal's fees \$3.00  
Forwarding fee 1.00  
Mileage         
Total \$4.00

EDWARD A. HESLEY,

United States Marshal

By

Thomas P. McGowan Deputy

Form No. UNM 208  
Edition 4-23-65

## RETURN ON SERVICE OF WRIT

United States of America,  
Northern DISTRICT OF California

ss:

Civil-65-30, Oregon

I hereby certify and return that I served the annexed summons  
(Write)  
on the therein-named Jennifer Sibbitt at her usual place of abode.  
(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof ~~with~~ together with a copy of  
the action in interpleader to J. Paul Sibbitt a person of suitable age and  
(Individual or agent of company, corporation, etc.)  
discretion residing therein.

personally at 81 Cambridge Heights(Address—Street number, apartment number,  
rural route, etc.)at Novato, California

(City)

(State)

in the said District

at 5:30 ~~PM~~ PM on the 8th day of February, 19 65

Edward A. Heslep

United States Marshal

By Stanley W. Fogler

Deputy.

Marshal's fees \$ 3.00  
Forwarding fee 1.00  
Mileage \$ 6.48  
End. 2/5 \$ 6.48  
End. 2/7 \$ 6.48

U.S. GOVERNMENT PRINTING OFFICE: 1963-O-475738

3.44

REPORT OF ENDEAVORDATE 2/8/65 MARSHAL'S NUMBER \_\_\_\_\_ CIVIL NO. 65-30 OregonCASE State Farm Fire VS. Ellis D. ClarkCOMPANY OR PERSON Jennifer Sibbit whose real name is Jennifer SibbittPLACE ENDEAVORED 81 Cambridge Heights, Novato, CaliforniaREASON NOT SERVED Jennifer Sibbitt is attending school at the University of Oregon. She is living at 1442 East 18th St. Apt. # 13, Eugene, Oregon.

WRIT HELD FOR FURTHER ACTION \_\_\_\_\_

(check)

WRIT RETURNED \_\_\_\_\_

(date)

TRAVEL \$ \_\_\_\_\_

Stanley W. Fogler

Deputy

Form No. USM 288  
Edition 4-23-54

## RETURN ON SERVICE OF WRIT

United States of America,

DISTRICT OF

ss: State Farm vs Ellis D. Clark et al

I hereby certify and return that I served the annexed Order to show cause and Motion for  
 order to show cause (Writ)  
 on the therein-named Jennifer Sibbit (True name spelling Sibbitt)  
 (Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with her

(Individual or agent of company, corporation, etc.)

personally at 1442 E. 18th Avenue Apt. 13

(Address—Street number, apartment number,

rural route, etc.)

at Eugene Oregon in the said District.  
 (City) (State)

at 3:20 PM p. m., on the 3rd. day of March, 1965.

Marshal's fees \$ 3.00

Mileage 28.80

Total \$31.80

Eugene G. Hulett

United States Marshal

By

Allan D. Lindley  
 Chief Deputy

U. S. GOVERNMENT PRINTING OFFICE 16-57777-2

Civil 65-30  
 Marshal's No. 7073



Form No. URM 500  
Edition 4-25-64

## RETURN ON SERVICE OF WRIT

United States of America,  
Northern DISTRICT OF California ss: Civil-65-30 Oregon

I hereby certify and return that I served the annexed summons  
(Writ)  
on the therein-named Cleo Foster  
(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof ~~with~~ together with a copy of  
the interpleader with Cleo Foster.  
(Individual or agent of company, corporation, etc.)

personally at 1133 Laguna St. Apt. 707  
(Address—Street number, apartment number,

rural route, etc.)  
at San Francisco, California in the said District  
(City) (State)  
at 4:35 ~~PM~~ p. m., on the 23rd day of February, 19 65

Marshal's fees \$ 3.00  
Forwarding fee 1.00  
Mileage \$ .48  
Endv. 2-2-65 .48  
Endv. 2-10-65 .48

5.44

Edward A. Heslep  
Stanley W. Fogler United States Marshal,  
By Deputy.

Form No. 104M 500  
Edition 4-22-55

## RETURN ON SERVICE OF WRIT

United States of America,

Northern District of California

vs:

Civil-65-30 Oregon

I hereby certify and return that I served the annexed Order to Show Cause  
on the therein-named Cleo Foster (Writ)

(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Cleo Foster

(Individual or agent of company, corporation, etc.)

personally at 1133 Laguna St. Apt. 707(Address—Street number, apartment number,  
or rural route, etc.)at San Francisco, California

(City)

(State)

in the said District

at 4:35 pm—p. m., on the 23rd day of February, 19 65

Marshal's fees \$ 3.00  
For riding fee 1.00

Mileage 4.00

Edward A. Heslep

United States Marshal

By Stanley W. Fogler

Deputy.

## RETURN OF NON-SERVICE OF WRIT

OFFICE OF UNITED STATES MARSHAL }  
NORTHERN DISTRICT OF CALIFORNIA } ss. Civil-65-30 Oregon

I hereby certify that I received the annexed summons, Interpleader  
and Order to Show Cause.

on 1/28/, 1965, and returned the same not served as  
to Gladys Hart

Address 1374 19th Ave., San Francisco, California.

on 2/24, 19 65. REASON: Gladys Hart is now living  
in Corpus Christi, Texas. Address is unknown.

Expense \$ 41.68

EDWARD A. NESLEP  
United States Marshal

By Stanley W. Fogler  
Stanley W. Fogler Deputy

Form No. USM 222  
Edition 4-23-64

## RETURN ON SERVICE OF WRIT

United States of America,  
Northern District of California

ss: Civil-65-30 Oregon

I hereby certify and return that I served the annexed summons (Writ)  
 on the therein-named Johnathan Zaidy, at his usual place of abode.  
(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof ~~with~~ together with a copy of  
the interpleader with Ruth Zaidy, a person of suitable age and discretion  
(Individual or agent of company, corporation, etc.)  
residing therein.

personally at 276 32nd Ave.(Address—Street number, apartment number,  
rural route, etc.)at San Francisco, California(City)(State)

in the said District

at 8:45 a.m. ~~p.m.~~ on the 3rd day of February, 19 65Edward A. HeslepUnited States MarshalBy Stanley W. FoglerDeputy.

Marshal's fees \$ 3.00

Forwarding fee 1.00

Mileage \$ 1.44

End. 2/2 \$ 1.44

6.88

U.S. GOVERNMENT PRINTING OFFICE: 1962-O-572716



48

[fol. 47]

USM-43-11  
(Rev. 2-9-65)

REPORT OF ENDEAVOR

Northern Dist. of California

DATE 2-3-65 MARSHAL'S NUMBER \_\_\_\_\_ CIVIL NO. 65-30 Oregon

CASE State Farm Fire & Cas. Co. vs. Ellis D. Clark, et al.

COMPANY OR PERSON Johnathon Ziady

PLACE ENDEAVORED 276 - 32nd Avenue, San Francisco, Calif.

REASON NOT SERVED J. Ziady was not home - is attending school at the Univ. of Oregon, Eugene, Oregon. Lives at 608 E. 15th St., Eugene.

WRITE HELD FOR FURTHER ACTION \_\_\_\_\_  
(check)

WRITE RETURNED \_\_\_\_\_  
(Date)

Edward A. Heslep, U.S. Marshal

TRAVEL \$ \_\_\_\_\_

Stanley W. Fogler  
Deputy

Form No. 100-100  
Edition 4-19-65

## RETURN ON SERVICE OF WRIT

United States of America,

DISTRICT OF Oregon

ss: 65-30

I hereby certify and return that I served the annexed Order to Show Cause & Motion For  
Order To Show Cause (With)on the therein named Johnathon Ziad

(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with him

(Individual or agent of company, corporation, etc.)

personally at 608 E. 15th. Avenue(Address—Street number, apartment number,  
rural route, etc.)at Eugene

(City)

Oregon

(State)

in the said District

at 5:10 WOMX-p. m., on the 3rd. day of March, 19 65.Marshal's fees \$3.00Eugene G. Hulett

United States Marshal

Mileage ---By Allan D. Lindley

Allan D. Lindley

Chief Deputy

U. S. GOVERNMENT PRINTING OFFICE 16-57777-2

Marshal's No. 7073

Form No. USM 288  
Edition 4-27-55

## RETURN ON SERVICE OF WRIT

United States of America,  
Northern DISTRICT OF California

SS: Civil-65-30 Oregon

I hereby certify and return that I served the annexed summons  
(Writ)  
on the therein-named Allan Schmidt  
(Individual, company, corporation, etc.)Action of Interpleader  
by handing to and leaving a true and correct copy thereof with John Schmidt, a person  
of suitable age and discretion residing therein.  
(Individual or agent of company, corporation, etc.)personally at 43 Kinross St.(Address—Street number, apartment number,  
rural route, etc.)at San Rafael, California  
(City)

(State)

in the said District

at 5:00 ~~PM~~ p. m., on the 5th day of February, 19 65

Forwarding fee \$ 1.00

Marshal's fees \$ 3.00

Mileage \$ 5.28

7.28

Edward A. Heslep

United States Marshal

By Stanley W. Fogler

Deputy.

U.S. GOVERNMENT PRINTING OFFICE: 1963-O-575716

REPORT OF ENDEAVORDATE 2/5/65 MARSHAL'S NUMBER \_\_\_\_\_ CIVIL NO. Oregon 65-30CASE State Farm VS. Allan Schmidt, et al.COMPANY OR PERSON Allan SchmidtPLACE ENDEAVORED 43 Kinross, San Rafael, California.REASON NOT SERVED Allan Schmidt was not home. He may be located at 1505 Orchard St., Apt. # 30, Eugene, Oregon. He is attending school at the University of Oregon.  
(check)

WRIT RETURNED \_\_\_\_\_

(date)

Edward A. Heslep, United States Marshal

TRAVEL \$ \_\_\_\_\_

Stanley W. Fogler

Deputy

(For information only)



52  
[fol. 51]

Form No. 1044 9-58  
Revised 4-22-54

## RETURN ON SERVICE OF WRIT

United States of America,

DISTRICT OF Oregon

ss: STATE FARM et al vs ELLIS CLARK et al

I hereby certify and return that I served the annexed Order To Show Cause & Motion for  
Order To Show Cause (Writ)  
on the therein-named Allan Schmidt  
(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with him

(Individual or agent of company, corporation, etc.)

personally at 1505 Orchard Street Apt. 30

(Address—Street number, apartment number,  
rural route, etc.)

at Eugene Oregon in the said District  
(City) (State)

at 3:00 XXX—p. m., on the 3rd. day of March, 19 65.

Marshal's fees \$3.00

Eugene G. Hulett

United States Marshal

Mileage - - -

By Allan D. Lindley Chief Deputy

U. S. GOVERNMENT PRINTING OFFICE 16-7777-2

Civil 65-30

Marshal's No. 7073

[fol. 52]

[Stamp—U. S. District Court, District of Oregon—Filed  
Apr 13 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

vs.

ELLIS D. CLARK, KENNETH GLASGOW, THERON NAUTA, ALICE  
ATTNEAVE, JAMES BRIGGS, GLADYS BUSHYHEAD, HENRY  
CAREY, MAXINE CAREY, MARY SHISEFSKI, LILLIAN G.  
FISHER, MILDRED FORRESTER, CLEO FOSTER, GAIL R.  
GREGG, GLADYS HART, GARY L. HENRY, HELEN C. HOHEN-  
SINNER, EDWARD HOLLENBECK, RICHARD E. A. JAMES,  
MARY ANN JONES, BARBARA MCGALLIAND, MARIA MARTIN,  
THOMAS MERRICK, ZOLA MOYDEN, MARY POOLEY, DORIS  
ROGERS, ALLAN SCHMIDT, BURL SIMINGTON, MAGGSCHELTSE  
SMIT, EVA SMITH, HARRY SMITH, JENNIFER SIBBIT,  
KATHERINE TASHIRE, RONALD N. TATE, LUCILLE WEST-  
OVER, RICHARD L. WALTON, JOHN DOE WILSON, DONALD  
WOOD, JOHNATHON ZIADY, GREYHOUND LINES, INC.,  
Defendants.

SUMMONS

To the following named Defendant: Zola Moyden

You are hereby summoned and required to appear and  
defend this action and to serve upon Williams, Skopil &  
Miller; Al J. Laue, plaintiff's attorneys, whose address is  
4th Floor, Pioneer Trust Building, Salem, Oregon an an

swer to the complaint which is herewith served upon you, within twenty days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Keith Burns, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: January 25, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 53]

Form No. USM 999  
Edition 7-55-54

## RETURN ON SERVICE OF WRIT

United States of America,

State Farm Fire vs. Ellis D. Clark, et al  
Civil #65-30

DISTRICT OF MONTANA

ss:

I hereby certify and return that I served the annexed Summons  
(Writ)  
 on the therein-named Zola Moyden (correct name Zola Mayden)  
(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with her- with copy of Action  
in Interpleader, Order and Order to Show Cause attached to Summons

(Individual or agent of company, corporation, etc.)personally at Nine Mile Creek,(Address—Street number, apartment number,rural route, etc.)

at near Huson Montana in the said District  
(City) (State)  
 at 1:40 PM on the 31st day of January, 19 65

Fwd. Fee 2.00Marshal's fees 36.00Mileage: 300 mi. 36.0044.00

George A. Bukovatz

United States Marshal

By

Deputy.

U.S. GOVERNMENT PRINTING OFFICE: 1955-O-575718



[fol. 54]

[Stamp—Received—United States Marshal—San Francisco, Calif.]

[Stamp—Received—3-3-65—Corpus Christi, Tex.]

[Stamp—U. S. District Court, District of Oregon—Filed Apr 19 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,  
vs.

ELLIS D. CLARK, KENNETH GLASGOW, THERON NAUTA, ALICE ATTNEAVE, JAMES BRIGGS, GLADYS BUSHYHEAD, HENRY CAREY, MAXINE CAREY, MARY SHISEFSKI, LILLIAN G. FISHER, MILDRED FORRESTER, CLEO FOSTER, GAIL R. GREGG, GLADYS HART, GARY L. HENRY, HELEN C. HOHENSINNER, EDWARD HOLLENBECK, RICHARD E. A. JAMES, MARY ANN JONES, BARBARA MCGALLIAND, MARIA MARTIN, THOMAS MERRICK, ZOLA MOYDEN, MARY POOLEY, DORIS ROGERS, ALLAN SCHMIDT, BURL SIMINGTON, MAGGHELTSE SMIT, EVA SMITH, HARRY SMITH, JENNIFER SIBBIT, KATHERINE TASHIRE, RONALD N. TATE, LUCILLE WESTOVER, RICHARD L. WALTON, JOHN DOE WILSON, DONALD WOOD, JOHNATHON ZIADY, GREYHOUND LINES, INC., Defendants

SUMMONS

To the following Defendants: James Briggs, Mildred Forrester, Gladys Hart, Jennifer Sibbit, Johnathan Zaidy, Gladys Bushyhead, Cleo Foster, Allan Schmidt, Donald Wood.

You are hereby summoned and required to appear and defend this action and to serve upon Williams, Skopil & Miller; Al J. Laue, plaintiff's attorneys, whose address is 4th Floor, Pioneer Trust Building, Salem, Oregon an answer to the complaint which is herewith served upon you, within twenty days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Keith Burns, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: January 25, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure,

[fol. 54A]

### Return on Service of Writ

I hereby certify and return, that on the       day of 19    , I received this summons and served it together with the complaint herein as follows:

Received summons and complaint at Corpus Christi, Texas on March 3, 1965, and endeavored to execute on March 3, 1965, and again on April 12, 1965.

Unable to locate the within named Gladys Hart in Corpus Christi, Texas after diligent search through Post Office Dept., Doctor, Exchange, City Directory, and City Utilities. Writ returned unexecuted for the above reasons.

Travel—\$ 0.00

M. M. Hale, U. S. Marshal, Southern District of Texas, By: Hetton E. Schorre, Deputy U. S. Marshal.

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[fol. 55]

[Stamp—U. S. District Court, District of Oregon—Filed  
Apr 13 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

[Stamp—U. S. Marshal—West. Dist. of Wash.—Jan 26  
1965—AH—Seattle, Washington]

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,  
vs.

ELLIS D. CLARK, KENNETH GLASGOW, THERON NAUTA, ALICE  
ATTNEAVE, JAMES BRIGGS, GLADYS BUSHYHEAD, HENRY  
CAREY, MAXINE CAREY, MARY SHISEFSKI, LILLIAN G.  
FISHER, MILDRED FORRESTER, CLEO FOSTER, GAIL R. GREGG,  
GLADYS HART, GARY L. HENRY, HELEN C. HOHENSINNER,  
EDWARD HOLLENBECK, RICHARD E. A. JAMES, MARY ANN  
JONES, BARBARA MCGALLIAND, MARIA MARTIN, THOMAS  
MERRICK, ZOLA MOYDEN, MARY POOLEY, DORIS ROGERS,  
ALLAN SCHMIDT, BURL SIMINGTON, MAGGHELTSE SMIT,  
EVA SMITH, HARRY SMITH, JENNIFER SIBBIT, KATHERINE  
TASHIRE, RONALD N. TATE, LUCILLE WESTOVER, RICHARD  
L. WALTON, JOHN DOE WILSON, DONALD WOOD, JOHNATHON  
ZIADY, GREYHOUND LINES, INC., Defendants.

SUMMONS

To the following named Defendants: Maxine Carey,  
Helen C. Hohensinner, Mary Ann Jones, Mary Pooley,  
Richard L. Walton, Mary Shisefski, Edward Hollenbeck,  
Maria Martin, Doris Rogers.

You are hereby summoned and required to appear and  
defend this action and to serve upon Williams, Skopil &

Miller; A. J. Laue plaintiff's attorneys, whose address is 4th Floor, Pioneer Trust Bldg., Salem, Oregon an answer to the complaint which is herewith served upon you, within twenty days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Keith Burns, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of the Court]

Date: January 25, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 55A]

### Return on Service of Writ

I hereby certify and return, that on the 26th day of January 1965, I received this summons and served it together with Action in Interpleader and Order to Show Cause with Motion for Order to Show Cause on the therein-named Edward Hollenbeck by handing to and leaving a true and correct copy thereof with him personally at 912 "M" Street at Renton, Washington in the said District at 10:30 a.m., on the 28th day of January, 1965.

Donald F. Miller, United States Marshal, By Donald W. Fisher, Deputy United States Marshal.

### Marshal's Fees

Travel ..... \$15.60

Fwd fee ..... 2.00

Service ..... 6.00

---

23.60

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.



60

[fol. 56]

Form No. 1044 2-58  
Revised 4-22-61

RETURN ON SERVICE OF WRIT

Court No. 65-30  
Portland Ore

United States of America,  
Western District of Washington

vs: State Farm Fire and Casualty Co.  
vs  
Ellis D. Clark and et al

I hereby certify and return that I served the annexed Summons with Action in Interpleader  
and Order to Show Cause with Motion for Order to Show Cause, on the therein-named Maxine Carey

(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with her

(Individual or agent of company, corporation, etc.)

personally at 2nd Ave. N.W.

(Address—Street number, apartment number,  
rural route, etc.)

at Snoqualmie, Washington

(City)

(State)

in the said District

at 1:25 noon—p. m., on the 27th day of January, 19 65

Marshal's fees \$6.00

Fwd fee 2.00

Mileage \_\_\_\_\_

DONALD F. MILLER

United States Marshal

By Donald W. Fisher  
Donald W. Fisher

Deputy

[fol. 57]

Form No. URM 222  
Edition 4-22-45

## RETURN ON SERVICE OF WRIT

Cause #65-30

STATE FARM FIRE AND CASUALTY COMPANY

United States of America,

Western District of Washington

vs.

ELLIS D. CLARK, et al.,

I hereby certify and return that I served the annexed Summons and Action in Interpleader  
 on the therein-named Helen C. Hohensinner (writ/Order to Show Cause)  
 (Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Mary Alice Hohensinner,  
 her sister  
 (Individual or agent of company, corporation, etc.)

personally at 1316 North Washington

(Address—Street number, apartment number,

rural route, etc.)

at Tacoma Washington in the said District  
 (City) (State)  
 at 2:00 PM p. m., on the 2nd day of February, 1965

Marshal's fees \$6.00  
 Fwd. fee \$2.00  
 Mileage \$ .96

DONALD F. MILLER

United States Marshal

By Joseph L. Mesheke,  
 Joseph L. Mesheke, Deputy.

62

[fol. 58]

Form No. 104 (Rev. 5-22-64)

RETURN ON SERVICE OF WRIT Court No. 65-30  
Portland Ore

United States of America,  
Western DISTRICT OF Washington

vs: State Farm Fire and Casualty Co.  
vs  
Ellis D. Clark and et al

I hereby certify and return that I served the annexed Summons with Action in Interpleader and Order to Show Cause with Motion for Order to Show Cause on the therein-named Mary Ann Jones

(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Mary Ann Jones whose present married name is Mary Ann Pankow

(Individual or agent of company, corporation, etc.)

personally at 2422 N.W. 59th

(Address—Street number, apartment number, rural route, etc.)

at Seattle, Washington

(City)

(State)

in the said District

at 4:00 p.m., on the 27th day of January, 1965

Marshal's fees \$6.00

Fwd fee 2.00

Mileage

DONALD F. MILLER

United States Marshal

By

Donald W. Fisher

Deputy

[fol. 59]

Form No. URM 222  
Edition 4-22-45

## RETURN ON SERVICE OF WRIT

Cause #65-30

United States of America,

STATE FARM FIRE AND CASUALTY COMPANY

Western DISTRICT OF Washington

vs:

VS

ELLIS D. CLARK, et al.,

I hereby certify and return that I served the annexed Summons and Action in Interpleader &  
 on the therein-named Mary Pooley (Writ)/Order to Show Cause

(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with her

(Individual or agent of company, corporation, etc.)

personally at 818 South Anderson

(Address—Street number, apartment number,  
rural route, etc.)

at Tacoma Washington in the said District  
(City) (State)  
 at 1:45 a.m. p. m., on the 2nd day of February, 1965

Marshal's fees \$6.00Fwd. fee \$2.00

Mileage \_\_\_\_\_

DONALD E. MILLERUnited States Marshal.By Joseph L. MeshkeJoseph L. Meshke,Deputy.

U. S. GOVERNMENT PRINTING OFFICE 16-17777-2



[fol. 60]

Form No. 104 2-55  
Revised 1-25-55

## RETURN ON SERVICE OF WRIT Cause #65-30

United States of America,

STATE FARM FIRE AND CASUALTY COMPANY

Western District of Washington

vs  
ELLIS D. CLARK, et al.,

I hereby certify and return that I served the annexed Summons and Action in Interpleader and  
on the therein-named Richard L. Walton (Writ) Order to Show Cause  
 (Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Ray Williams, son-in-law  
 (Individual or agent of company, corporation, etc.)

personally at 1736 South Cushman  
 (Address—Street number, apartment number,  
 rural route, etc.)

at Tacoma Washington in the said District  
 (City) (State)  
 at 2:20 pm—p. m., on the 2nd day of February, 19 65

Marshal's fees \$6.00  
 Fwd. fee \$2.00  
 Mileage \_\_\_\_\_

DONALD F. MILLER  
 United States Marshal.

By Joseph L. Meszke  
 Joseph L. Meszke, Deputy.

[fol. 61]

Form No. 108, 2nd  
Edition 4-22-64

## RETURN ON SERVICE OF WRIT

Cause #65-30

STATE FARM FIRE AND CASUALTY COMPANY

United States of America,

vs

Western District of Washington

ss:

ELIS D. CLARK, et al.,

I hereby certify and return that I served the annexed Summons and Action in Interpleader and  
Order to Show Cause  
 on the therein-named Mary Chisefski  
 (Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Albin Chisefski,  
her son  
 (Individual or agent of company, corporation, etc.)

personally at their residence at Box 492  
 (Address—Street number, apartment number,  
 rural route, etc.)

at Milton Washington in the said District  
 (City) (State)  
 at 3:20 PM—p. m., on the 28th day of January, 1965

Marshal's fees \$6.00

Mileage \$1.92

Fwd. fee \$2.00

DONALD F. MILLER

United States Marshal

By Joseph L. Meshke

Joseph L. Meshke,

Deputy

U. S. GOVERNMENT PRINTING OFFICE 16-57777-2

66

[fol. 62]

Form No. USM 288  
Edition 4-23-54

**RETURN ON SERVICE OF WRIT** Court No. 65-30  
Portland Ore

United States of America,  
Western DISTRICT OF Washington

ss: State Farm Fire and Casualty Co.  
vs  
Ellis D. Clark and et al

I hereby certify and return that I served the annexed Summons with Action in Interpleader  
and Order to Show Cause with Motion for Order to Show Cause (Writ)  
on the therein-named Doris Rogers

(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Doris Rogers whose  
true and correct name is Daris Rogers

(Individual or agent of company, corporation, etc.)

personally at 1015 3rd Ave.

(Address—Street number, apartment number,

rural route, etc.)

at Seattle, Washington

(City)

in the said District

(State)

at 11:30 a. m. XXXX, on the 27th

day of January

, 1965

Marshal's fees \$6.00

Fwd fee 2.00

Mileage \_\_\_\_\_

DONALD F. MILLER

United States Marshal

By Donald W. Fisher

Donald W. Fisher

Deputy

U.S. GOVERNMENT PRINTING OFFICE: 1957 O-572718

[fol. 63]

Form No. URM 223  
Edition 4-23-55

## RETURN ON SERVICE OF WRIT

Cause #65-30

United States of America,

Western DISTRICT OF Washington

STATE FARM FIRE AND CASUALTY COMPANY

vs.

ELLIS D. CLARK, et al.,

I hereby certify and return that I served the annexed Summons & Action in Interpleader & Order to Show Cause  
 of the therein-named Maria Martin  
 (Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with her  
 (Individual or agent of company, corporation, etc.)

personally at 311 South 9th  
 (Address—Street number, apartment number,  
 rural route, etc.)

at Tacoma Washington in the said District  
 (City) (State)  
 at 1:30 PM p. m., on the 2nd day of February, 19 65

Marshal's fees \$6.00

Fwd. fee \$2.00

Mileage

DONALD F. MILLER

United States Marshal

By

Joseph L. Meshke, Deputy.



[fol. 64]

[Stamp—U. S. District Court, District of Oregon—Apr 13  
1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

vs.

ELLIS D. CLARK, KENNETH GLASGOW, THERON NAUTA, ALICE  
ATTNEAVE, JAMES BRIGGS, GLADYS BUSHYHEAD, HENRY  
CAREY, MAXINE CAREY, MARY SHISEFSKI, LILLIAN G.  
FISHER, MILDRED FORRESTER, CLEO FOSTER, GAIL R.  
GREGG, GLADYS HART, GARY L. HENRY, HELEN C. HOHEN-  
SINNER, EDWARD HOLLENBECK, RICHARD E. A. JAMES,  
MARY ANN JONES, BARBARA MCGALLIAND, MARIA MARTIN,  
THOMAS MERRICK, ZOLA MOYDEN, MARY POOLEY, DORIS  
ROGERS, ALLAN SCHMIDT, BURL SIMINGTON, MAGGSCHELTSE  
SMIT, EVA SMITH, HARRY SMITH, JENNIFER SIBBIT,  
KATHERINE TASHIRE, RONALD N. TATE, LUCILLE WEST-  
OVER, RICHARD L. WALTON, JOHN DOE WILSON, DONALD  
WOOD, JOHNATHON ZIADY, GREYHOUND LINES, INC.,  
Defendants.

SUMMONS

To the following named Defendant: Gary L. Henry.

You are hereby summoned and required to appear and  
defend this action and to serve upon Williams, Skopil &  
Miller; Al J. Laue plaintiff's attorneys, whose address  
is 4th Floor, Pioneer Trust Building, Salem, Oregon an  
answer to the complaint which is herewith served upon  
you, within twenty days after service of this summons upon  
you, exclusive of the day of service. If you fail to do so,

judgment by default will be taken against you for the relief demanded in the complaint.

Keith Burns, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: January 25, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 64A]

### Return on Service of Writ

I hereby certify and return, that on the 5th day of February 1965, I received this summons and served it together with the complaint herein as follows:

By handing a copy of the summons together with a copy of the Action in interpleader, Order and Order to show cause, to Gary L. Henry personally at his residence at 670 W. 10th Avenue Eugene, Oregon on February 5, 1965 at 5:25 PM.

Eugene G. Hulett, United States Marshal, By Allan D. Lindley, Chief Deputy United States Marshal.

### Marshal's Fees

Travel .....	\$26.40
Service .....	6.00
	<hr/>
	32.40

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 65]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil Case No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

—VS—

ELLIS D. CLARK, GREYHOUND LINES INC., ET AL., Defendants.

UNITED STATES MARSHAL'S ENDEAVOR OF SERVICE OR SUM-  
MONS, ACTION IN INTERPLEADER, EXHIBIT, ORDER AND  
ORDER TO SHOW CAUSE

Received the within and attached Summons, Action In Interpleader, Exhibit, Order and Order to show cause, on the 1st day of February, 1965, at Rapid City, South Dakota, and, after due and diligent search and inquiry, I was unable to locate the with-in named *Gary L. Henry*, within the District of South Dakota. I have been reliably informed by Dorothy Henry, sister of Gary L. Henry, of 2011 Jennings Street, Hot Springs, South Dakota, that the said Gary L. Henry has moved to *670 West 10th Street, Eugene, Oregon.*

and is reported to be enrolled in a trade school in Eugene, Oregon.

I therefore return this writ Not Served or Executed.

Dated at Rapid City, South Dakota, this 3rd of February, 1965.

Leonard T. Heckathorn, United States Marshal, Dis-  
trict of South Dakota, By Donald H. Herman,  
Deputy.

Marshal's Fees

Mileage on Endeavor	
(116 Mi.) to serve .....	\$13.92
Forwarding Fee .....	\$ 1.00

[fol. 66]

[Stamp—U. S. District Court—District of Oregon—Filed  
Feb 18 1965—Keith Burns, Clerk—By H. Jorgensen, Dep-  
uty]

**SUMMONS WITH LETTER ATTACHED**

C. J. Ziady  
276 32nd Ave.  
San Francisco, 21  
Feb. 16, 1965

Presiding Judge  
United States District Court  
District of Oregon  
Salem, Oregon

His Honour, The Presiding Judge:

This is to acknowledge receipt of "The Summons in a  
Civil Action;" *Civil Action File No. 65-30*, State Farm  
Fire and Casualty Company, Plaintiff, vs. *Jonathan Ziady*,  
my son, a student at the University of Oregon.

My wife received this "Summons" in my son's absence.  
He was attending the University when the "Summons" was  
delivered.

Respectfully yours,

/s/ C. J. ZIADY  
16-Feb-1965



[fol. 67]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil Action File No. 65-30

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STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,  
vs.

ELLIS D. CLARK, KENNETH GLASGOW, THERON NAUTA, ALICE  
ATTNEAVE, JAMES BRIGGS, GLADYS BUSHYHEAD, HENRY  
CAREY, MAXINE CAREY, MARY SHISEFSKI, LILLIAN G.  
FISHER, MILDRED FORRESTER, CLEO FOSTER, GAIL R.  
GREGG, GLADYS HART, GARY L. HENRY, HELEN C. HOHEN-  
SINNER, EDWARD HOLLENBECK, RICHARD E. A. JAMES,  
MARY ANN JONES, BARBARA MCGALLIAND, MARIA MARTIN,  
THOMAS MERRICK, ZOLA MOYDEN, MARY POOLEY, DORIS  
ROGERS, ALLAN SCHMIDT, BURL SIMINGTON, AAGGCHELTS  
SMIT, EVA SMITH, HARRY SMITH, JENNIFER SIBBIT,  
KATHERINE TASHIRE, RONALD N. TATE, LUCILLE WEST-  
OVER, RICHARD L. WALTON, JOHN DOE WILSON, DONALD  
WOOD, JOHNATHON ZAIDY, GREYHOUND LINES, INC.,  
Defendants.

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SUMMONS

To the following above named Defendants: James  
Briggs, Mildred Forrester, Gladys Hart, Jennifer Sibbit,  
Johnathan Zaidy, Gladys Bushyhead, Cleo Foster, Allan  
Schmidt, Donald Wood.

You are hereby summoned and required to appear and  
defend this action and to serve upon Williams, Skopil &  
Miller; Al J. Lane plaintiff's attorneys, whose address  
is 4th Floor, Pioneer Trust Building, Salem, Oregon an  
answer to the complaint which is herewith served upon  
you, within twenty days after service of this summons  
upon you, exclusive of the day of service. If you fail to

do so, judgment by default will be taken against you for the relief demanded in the complaint.

Keith Burns, Clerk of Court, \_\_\_\_\_,  
Deputy Clerk.

[Seal of Court]

Date: January 25, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 68]

[Stamp—U. S. District Court, District of Oregon—Filed Feb 12 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

SUMMONSES WITH ~~ENVELOPE~~ MARKED "UNCLAIMED,"  
RETURN CARDS AND RECEIPTS ATTACHED

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

vs.

ELLIS D. CLARK, KENNETH GLASGOW, THERON NAUTA, ALICE ATTNEAVE, JAMES BRIGGS, GLADYS BUSHYHEAD, HENRY CAREY, MAXINE CAREY, MARY SHISEFSKI, LILLIAN G. FISHER, MILDRED FORRESTER, CLEO FOSTER, GAIL R. GREGG, GLADYS HART, GARY L. HENRY, HELEN C. HOHEN-SINNER, EDWARD HOLLENBECK, RICHARD E. A. JAMES, MARY ANN JONES, BARBARA MCGALLIAND, MARIA MARTIN, THOMAS MERRICK, ZOLA MOYDEN, MARY POOLEY, DORIS ROGERS, ALLAN SCHMIDT, BURL SIMINGTON, MAGGCHELTSE SMIT, EVA SMITH, HARRY SMITH, JENNIFER SIBBIT, KATHERINE TASHIRE, RONALD N. TATE, LUCILLE WEST-OVER, RICHARD L. WALTON, JOHN DOE WILSON, DONALD WOOD, JOHNATHON ZIADY, GREYHOUND LINES, INC., Defendants.

To the following named Defendants: Lucille Westover, Lillian G. Fisher, Richard E. A. James, Thomas Merrick, Eva Smith, Ronald N. Tate, John Doe Wilson, Gail R. Gregg, Barbara McGalliand, Maggcheltse Smit, Harry Smith.

You are hereby summoned and required to appear and defend this action and to serve upon Williams, Skopil & Miller; Al J. Laue plaintiff's attorneys, whose address is 4th Floor, Pioneer Trust Building, Salem, Oregon, United States of America an answer to the complaint which is herewith served upon you, within thirty days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Keith Burns, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: January 27, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

UNITED STATES DISTRICT COURT  
OFFICE OF THE CLERK  
PORTLAND 7, OREGON  
OFFICIAL BUSINESS

[Redacted]

RETURN  
TO

[fol. 69]

POSTAGE & FEES PAID 75  
UNITED STATES COURTS  
PENALTY FOR PRIVATE USE TO AVOID  
PAYMENT OF POSTAGE, \$300

69

*Handwritten:*  
not for return  
according to receipt  
K. 15 June

MR. JOHN DOE WILSON  
5614 LARCH STREET  
VANCOUVER, B. C.  
CANADA

REGISTERED  
NO. 108761  
RETURN RECEIPT REQUESTED



[Redacted]

FEB 2

Avis de Reception





108753

REGISTERED NO.

Value \$ 7.75 Reg. duty fee \$Fee \$ 7.75 Ret. receipt fee \$ 7.75Surcharges \$ 7.75 Ret. duty fee \$Postage \$ 7.75 ☐ AirmailPostmaster, by James A. S.Front James A. S.To Harry Smith6907 Jubilee StreetVancouver, B. C.

POD Form 380—Oct. 1960

**Registered article, (a) Envoi recommandé**

**Parcel insured for**  
Celle avec valeur déclarée de \$ 108753

**Mailed at the post office of**  
Déposé au bureau de poste de Portland, Ore.

**on le** JAN 27 1965 under No. 108753  
sous le No.

**Address of the addressee**  
Adresse du destinataire  
Harry Smith (Name or firm) (Nom ou raison sociale)  
6907 Jubilee Street (Street and number) (Rue et numéro)  
Vancouver, B. C. (Place of destination) (Lieu de destination)  
Canada (Country of destination) (Pays de destination)

The undersigned declares that the article mentioned above was duly delivered  
Le soussigné déclare que l'envoi mentionné ci-dessus a été dûment livré

on le January 29 1965  
Signature of the addressee: E. Smith  
Signature of the agent of the office of destination: R. J. Reed / 583794

Cross out what does not apply. Rayer ce qui ne convient pas.  
Indiquer dans la parenthèse la nature de l'article (lettre, carte postale, imprimé, etc.) s'il y a lieu.  
This receipt must be signed by the addressee or by a person authorized to do so by virtue of the regulations of the country of destination, or, if those regulations so provide, by the agent of the office of destination, and returned by the first mail directly to the sender. Cet avis doit être signé par le destinataire ou par une personne y autorisée en vertu des règlements du pays de destination, s'il est réglementé le compétent, par l'agent du bureau des avaries, et renvoyé par le premier courrier directement à l'expéditeur.

☆ GPO:196-339184

**POST OFFICE DEPARTMENT**  
**UNITED STATES OF AMERICA**  
**Administration des Postes des États-Unis d'Amérique**

**POSTAL SERVICE**  
Service des postes

**RETURN TO:**  
Renvoyer à

**Clerk, U. S. District Court**  
(Name or firm) (Nom ou raison sociale)  
**United States Courthouse, P. O. Box 1150**  
(Street and number) (Rue et numéro)  
**at (1) Portland, Ore 97207** **UNITED STATES OF AMERICA**  
(City and State) (Localité) États-Unis d'Amérique

**RETURN RECEIPT**  
Avis de réception

**Postmark of the office returning the receipt**  
Timbre du bureau renvoyant l'avis

If this receipt is to be returned by air mail, put on it the conspicuous notation "Renvoi par avion" (Return by mail) and the blue "Par avion" (via air mail) label or impression.  
Si cet avis doit être renvoyé par avion, le posséder de la mentionnée appropriée "Renvoi par avion" et de l'étiquette verte imprimée de couleur bleue "Par avion".  
To be filled out by the sender, who will indicate his address for the return of this receipt.  
Remplir par l'expéditeur, qui indiquera son adresse pour le renvoi de cet avis.

© Form 380, Jan. 1959

CIV 65-30



REGISTERED NO. 108754



Value \$ 2.00 Spec. del'y fee \$

Post. receipt fee \$ 0.00

Surcharge \$ 0.00 Post. del'y fee \$

Postage \$ 0.00 ☐ Airmail

From Barbara McGalliard

108754

12664 24th Street

White Rock, B.C. Canada

FOI Form 2000—Oct. 1969

Registered article, <sup>(1)</sup>  
Envol recommandé  
Parcel insured for  
Celle avec valeur déclarée de \$  
Mailed at the post office of  
Déposé au bureau de poste de  
on JAN 27 1965 19 under No. 108754  
Barbara McGalliard  
12664 24th Street  
White Rock, B. C. Canada  
(Place of destination)  
(Lieu de destination)  
(Country of destination)  
(Pays de destination)  
(Street and number)  
(Rue et numéro)

The undersigned declares that the article mentioned above was duly delivered  
Le soussigné déclare que l'envoi mentionné ci-dessus a été dûment livré  
Signature of the agent of the office of destination  
Signature de l'agent du bureau de destination  
Signature of the sender  
Signature de l'expéditeur

Cross out what does not apply. Biffer ce qui ne convient pas.  
Indicate in the parentheses the nature of the article (letter, post card, print, etc.), if called for.  
Indiquer dans la parenthèse la nature de l'envoi (lettre, carte postale, imprimé, etc.) s'il y a lieu.  
This receipt must be signed by the addressee or by a person authorized to do so by virtue of the regulations  
of the country of destination, or, if those regulations so provide, by the agent of the office of destination, and  
returned by the first mail directly to the sender. Ce reçu doit être signé par le destinataire ou par une personne y  
autorisée en vertu des règlements du pays de destination, ou, si ces règlements le comportent, par l'agent du bureau de  
destination, et renvoyé par le premier courrier directement à l'expéditeur.

★ GPO: 1969-535164

POST OFFICE DEPARTMENT  
UNITED STATES OF AMERICA  
Administration des Postes des  
Etats-Unis d'Amérique

POSTAL SERVICE  
Service des postes

RETURN TO:  
Renvoyer à:

Clerk, U.S. District Court  
(Name or firm)  
(Nom ou raison sociale)

United States Courthouse, P. O. Box 1150  
(Street and number)  
(Rue et numéro)

at (a) Portland, Ore 97207  
(City and State)  
(Localité)  
UNITED STATES OF AMERICA  
Etats-Unis d'Amérique

RETURN RECEIPT  
Avis de réception

Postmark of the office  
returning the receipt  
Timbre du bureau  
renvoyant le reçu



If this receipt is to be returned by air mail, put on it the conspicuous notation "Recevoir par avion" (Return by  
air mail) and the blue "air mail" (via air mail) label or imprinting.  
Si le présent avis doit être renvoyé par avion, le destinataire de la mention très apparente "Recevoir par avion" et de l'indication  
d'envoi par avion de couleur bleue "Par avion".  
To be filled out by the sender, who will indicate his address for the return of this receipt.  
A remplir par l'expéditeur, qui indiquera son adresse pour le renvoi de présent avis.

FD Form 2000, Jan. 1959 CIV. 65-30

REGISTERED NO. 108755



Value \$ 7.75 Spec. del'y fee \$ 7.75  
For \$ 7.75 Ret. receipt fee \$ 7.75  
Surcharges \$ 7.75 Ret. del'y fee \$ 7.75  
Postage \$ 7.75 ☐ Airmail

From Lucille Westover Postmaster, By Lucille Westover  
11319 111A Avenue, Edmonton  
Edmonton, Alberta  
POD Form 380—Oct. 1930 Canada

(To be filled out by the office of origin)  
(A remplir par le bureau d'origine)

Registered article, (Parcel insured for) Lucille Westover  
Envoi recommandé (Parcelle assurée pour) Lucille Westover  
Mailed at the post office of Portland, Ore.  
Déposé au bureau de poste de Portland, Ore.  
on May 21 1935 under No. 108755  
le May 21 1935 sous le No. 108755  
Address of the addressee  
Adresse du destinataire  
Lucille Westover  
(Name or firm)  
11319 111A Avenue, Edmonton  
(Street and number)  
Edmonton, Alberta  
(Place of destination)  
Canada  
(Country of destination)

The undersigned declares that the article mentioned above was duly delivered  
Le soussigné déclare que l'envoi mentionné ci-dessus a été dûment livré

Signature of the agent of the office of destination  
Signature de l'agent du bureau de destination  
Rev. C. L. ...  
Postmark of the office of destination  
Timbre du bureau de destination  
PORTLAND, ORE. MAY 21 1935

POST OFFICE DEPARTMENT  
UNITED STATES OF AMERICA  
Administration des Postes des Etats-Unis d'Amérique

POSTAL SERVICE  
Service des postes

RETURN TO:  
Renvoyez à:

Postmark of the office returning the receipt  
Timbre du bureau retournant l'avis  
PORTLAND, ORE. MAY 21 1935

RETURN RECEIPT  
Avis de réception

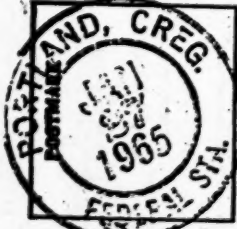
Clerk's Office, U. S. District Court  
(Name or firm)  
United States Courthouse, P. O. Box 1150  
(Street and number)  
at Portland, Ore. 97207 UNITED STATES OF AMERICA  
(City and State) (Localité) Etats-Unis d'Amérique

© Form 3805, Jan. 1939

If this receipt is to be returned by air mail, put on it the conspicuous notation "Retour par avion" (Return by air mail) and the blue "Par avion" (via air mail) label or impression.  
Si ce présent avis doit être renvoyé par avion, le courrier de la mention très apparente "Retour par avion" et de l'étiquette bleue imprimée de couleur bleue "Par avion".  
To be filled out by the sender, who will indicate his address for the return of this receipt.  
A remplir par l'expéditeur, qui indiquera son adresse pour le renvoi de présent avis.



REGISTERED NO. 108756



Value \$ 7.74 Spec. del'y fee \$  
Fee \$ 7.74 Ret. receipt fee \$ 7.74  
Surcharges \$ 7.74 Ret. del'y fee \$  
Postage \$ 7.74 ☐ Airmail

Postmaster, By 92

From Lawrence A. Fisher  
103 752  
William G. Fisher  
Rt. 1, 2556 West 4th Ave  
Vancouver, B.C.  
Canada  
POB Form 386—Oct. 1960

(To be filled out by the office of origin)  
(A remplir par le bureau d'origine)

Registered article, (c)  
Exemplaire recommandé

Parcel insured for  
Colis assuré contre avaries de \$

Mailed at the post office of  
Déposé au bureau de poste de

JAN 27 1965 19 under No. 108756  
under No.

Lillian G. Fisher  
(Name or firm)  
(Nom ou raison sociale)

Route 1, 2556 West 4th Avenue  
(Street and number)  
(Rue et numéro)

Vancouver, B.C.  
(Place of destination)  
(Lieu de destination)

Canada  
(Country of destination)  
(Pays de destination)

The undersigned declares that the article mentioned above was duly delivered  
Le soussigné déclare que l'objet mentionné ci-dessus a été dûment livré

on Jan 27 1965 at 20 km 30  
à destination

Signature of the addressee  
Signature du destinataire

Signature of the agent of the office of destination  
Signature de l'agent du bureau de destination

1 Cross out what does not apply. Rayer ce qui ne convient pas.  
2 Indicate in the parenthesis the nature of the article (letter, post card, print, etc.) if called for.  
3 Indiquer dans la parenthèse la nature de l'objet (lettre, carte postale, imprimé, etc.) s'il y a lieu.  
4 This receipt must be signed by the addressee or by a person authorized to do so by virtue of the regulations of the country of destination, or, if those regulations so provide, by the agent of the office of destination, and returned by the first mail directly to the sender. Ce récépissé doit être signé par le destinataire ou par une personne y autorisée en vertu des règlements du pays de destination, ou, si ces règlements le permettent, par l'agent du bureau de destination, et renvoyé par le premier courrier directement à l'expéditeur.

POST OFFICE DEPARTMENT  
UNITED STATES OF AMERICA  
Administration des Postes des  
Etats-Unis d'Amérique

POSTAL SERVICE  
Service des postes

RETURN TO:  
Renvoyer à:

Clerk's Office, U. S. District Court  
(Name or firm)  
(Nom ou raison sociale)

United States Courthouse, P. O. Box 1150  
(Street and number)  
(Rue et numéro)

at Portland, Ore. 97207  
(City and State)  
(Lieu de destination)

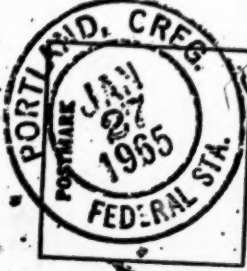
UNITED STATES OF AMERICA  
Etats-Unis d'Amérique

If this receipt is to be returned by air mail, put on it the appropriate notation "Retour par avion" (Return by airmail) and the words "Par avion" (via air mail) label or impression.  
Si le présent récépissé doit être renvoyé par avion, le remettre de la mention et de l'apposition "Retour par avion" et de l'impression "Par avion" (via air mail) sur l'étiquette ou l'impression.

Form 3866, Jan. 1959

CIV. 65-30

REGISTERED NO. 108757



Value \$ 7.00 Rec. def't fee \$

Fee \$ 7.00 Ret. receipt fee \$ 7.00

Surcharge \$ Rec. def't fee \$

Postage \$ 7.00 ☐ Airmail

From Portland, Ore.  
To Richard E. A. James  
1045 Nelson Street  
Vancouver, B. C. Canada

POD Form 2005—Oct. 1930

642-15-70403-5

(To be filled out by the office of origin)  
1 Registered article: (1) Parcel insured for  
2 Called under declaration of 3  
Mailed at the post office of Portland, Ore.  
Déposé au bureau de poste de Portland, Ore.  
on JAN 27 1935 under No. 108757  
sous le No. 108757  
Address of the Richard E. A. James  
destinataire (Name or firm)  
1045 Nelson Street (Street and number)  
Vancouver, B. C. Canada  
(Place of destination) (Country of destination)  
(Lieu de destination) (Pays de destination)

The undersigned declares that the article mentioned above was duly delivered  
Le soussigné déclare que l'envoi mentionné ci-dessus a été dûment livré  
on le 27 JAN 1935  
Signature of the agent of the office of destination: [Signature]  
Signature of the addressee: [Signature]  
CROSS OUT WHAT DOES NOT APPLY. RIFER CE QUI NE CONVIENT PAS.  
Indiquer dans la parenthèse la nature de l'article (lettre, carte postale, imprimé, etc.) et y faire inscrire le nom du pays de destination.  
This receipt must be signed by the addressee or by a person authorized to do so by virtue of the regulations of the country of destination, or, if those regulations so provide, by the agent of the office of destination, and returned by the first mail directly to the sender. Cet avis doit être signé par le destinataire ou par une personne y autorisée en vertu des règlements du pays de destination, ou, si ces règlements le comportent, par l'agent du bureau de destination, et renvoyé par le premier courrier directement à l'expéditeur.  
\* GPO: 1930-338184

POST OFFICE DEPARTMENT  
UNITED STATES OF AMERICA  
Administration des Postes des  
Etats-Unis d'Amérique

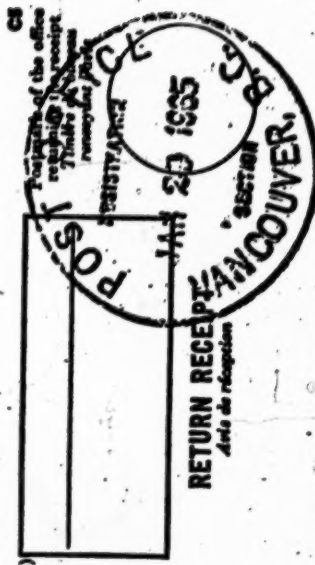
POSTAL SERVICE  
Service des postes

RETURN TO:  
Renvoyer à:

Clerk's Office, U. S. District Court  
(Name or firm) (Nom ou raison sociale)

United States Courthouse, P. O. Box 1150  
(Street and number) (Rue et numéro)

Portland, Ore. 97207  
(City and State) (Localité) (Localité)  
UNITED STATES OF AMERICA  
Etats-Unis d'Amérique



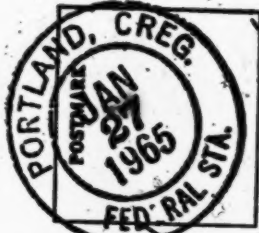
1 If this receipt is to be returned by air mail, put on it the appropriate notation "Renvoi par avion" (Return by air mail) and the blue "Per avion" (via air mail) label or impression.  
2 If the recipient's address is not known, the return receipt should be marked "Retour par avion" and the return receipt should be marked "Retour par avion".  
3 To be filled out by the sender, who will indicate his address for the return of this receipt.  
4 To be filled out by the addressee, who will indicate his address for the return of this receipt.

POD Form 2005, Jan. 1930

CIV 65-30







1 8759

REGISTERED NO.

Value \$ 7.75 Spec. del'y fee \$

Fee \$ 7.75 Ret. receipt fee \$ 7.75

Surcharge \$ 7.75 Ret. del'y fee \$

Postage \$ 7.75 ☐ AirmailPostmaster, By *JK*

From *James A. Smith*  
108759  
To *Eva Smith*  
6907 Jubilee Street  
Vancouver, B. C.  
Canada  
FOD Form 3885—Oct. 1960 649-16-70489-4

Registered article, *o*  
Échantillon recommandé  
Parcel insured for  
Colis avec valeur déclarée de \$  
Mailed at the post office of  
Déposé au bureau de poste de  
on *JAN 21 1965* at *Portland, Ore.* *108759*  
le *21* 19 *65* under No. *108759*  
sous le No.  
Address of the  
Addresse du  
destinataire  
*Eva Smith*  
(Name or firm)  
*6907 Jubilee Street*  
(Street and number)  
*Vancouver, B. C.*  
(Place of destination)  
*Canada*  
(Country of destination)  
(Nom ou raison sociale)  
(Rue et numéro)  
(Pays de destination)

The undersigned declares that the article mentioned above was duly delivered  
Le soussigné déclare que l'envoi mentionné ci-dessus a été dûment livré  
on *January 19 1965*  
le *19* 19 *65*  
Signature of the addressee  
Signature du destinataire  
*E. Smith*  
*R. F. Reid / 50229*  
Signature of the agent of the office of destination  
Signature de l'agent du bureau destinataire  
*29 JAN 21 1965*  
Postmark of the office of destination  
Timbre du bureau destinataire  
I cross out what does not apply. *Bliffer ce qui ne convient pas.*  
Indiquer dans la parenthèse la nature de l'envoi (lettre, post card, print, etc.), if called for.  
This receipt must be signed by the addressee or by a person authorized to do so by virtue of the regulations  
of the country of destination, or, if those regulations so provide, by the agent of the office of destination, and  
returned by the first mail directly to the sender. Ce avis doit être signé par le destinataire ou par une personne y  
autorisée en vertu des règlements du pays de destination, et, si ces règlements le comportent, par l'agent du bureau des  
destinataires, et renvoyé par le premier courrier directement à l'expéditeur.

POST OFFICE DEPARTMENT  
UNITED STATES OF AMERICA  
Administration des Postes des  
États-Unis d'Amérique

POSTAL SERVICE  
Service des postes

RETURN TO:  
Renvoyer à:

Clerk, U. S. District Court  
(Name or firm)  
(Nom ou raison sociale)

United States Courthouse, P. O. Box 1150  
(Street and number)  
(Rue et numéro)

at *Portland, Ore* 97207 UNITED STATES OF AMERICA  
(City and State) (Localité) États-Unis d'Amérique

RETURN RECEIPT  
Avis de réception

If this receipt is to be returned by air mail, put on it the conspicuous notation "Retenir par avion" (Return by  
mail) and the blue "Par avion" (Via air mail) label or impression.  
If the sender wishes to have the receipt returned by air mail, the return of the receipt is apparent "Retenir par avion" et de l'inscription  
"Par avion" de couleur bleue "Par avion".  
To be filled out by the sender, who will indicate his address for the return of this receipt.  
"Remplir par l'expéditeur, qui indiquera son adresse pour le retour du présent avis."

Form 3885, Jan. 1959

CIV. 65-30





REGISTERED NO. 108760

Value \$ 1.00

Spec. del'y fee \$ 0.00

Post. receipt fee \$ 0.00

Surcharge \$ 0.00

Postage \$ 0.00

Airmail ☐

Postmaster, By *GS*

From *James G. Tate*

*108757*

*Ronald N. Tate*

*257 Cook Street*

*Victoria B. C.*

*Canada*

*108760*

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**PAGE**

108761

REGISTERED NO. \_\_\_\_\_

Value \$ \_\_\_\_\_

Spec. del'y fee \$ \_\_\_\_\_

Fee \$ 7.74

Ret. receipt fee \$ 7.74

Secured \$ \_\_\_\_\_

Rest. del'y fee \$ \_\_\_\_\_

Postage \$ 7.74 ☐ Airmail

Postmaster, By J.S.

From 108761-2

To John Doe Wilson

56111 Larch St

Memphis Tenn

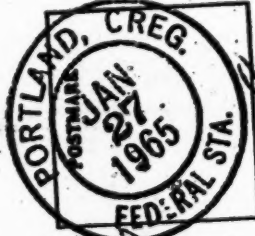
44-16-7045-4

FD Form 380- Oct. 1960

PORTLAND, OREG.  
JAN 1965  
RAIL STA.

John Doe Wilson envelope  
containing summons returned  
marked "unclaimed"  
(See envelope marked "page 69")

REGISTERED NO. 108762



Value \$ 7.00 Spec. del'y fee \$ 0.00  
Fee \$ 0.00 Ret. receipt fee \$ 0.00  
Surcharge \$ 0.00 Ret. del'y fee \$ 0.00  
Postage \$ 0.00 ☐ Airmail

Postmaster, B. J. S.  
From James A. J. Gregg  
9108 752  
9108 752  
Edmonton, Alberta  
Canada  
- Oct. 1960

<sup>1</sup> Registered article, <sup>2</sup> Parcel insured for  
Value 108762  
Mailed at the post office of Portland, Ore.  
JAN 27 1965  
on 19 under No. 108762  
Address of the Gail R. Gregg (Name of addressee)  
9852 87th Avenue (Street and number)  
Edmonton, Alberta (City and State)  
Canada (Country of destination)  
(Place of destination) (Ligne de destination)

The undersigned declares that the article mentioned above was duly delivered  
Le soussigné déclare que l'objet mentionné ci-dessus a été dûment livré  
Signature of the addressee: G. W. COLLUM  
Signature of the agent of the office of destination: G. W. COLLUM  
Postmark of the office of destination: EDMONTON ALTA. CAN. 11 1965  
Cross out what does not apply. Bill of lading Post card, print, etc.  
Indiquer dans la parenthèse la nature de l'article (lettre, carte postale, imprimé, etc.)  
This receipt must be signed by the addressee or by a person authorized to do so by virtue of the regulations of the country of destination, or, if those regulations so provide, by the agent of the office of destination, and returned by the first mail directly to the sender. Ce reçu doit être signé par le destinataire ou par une personne y autorisée en vertu des règlements du pays de destination, ou, si ces règlements le permettent par l'agent de bureau de destination, et renvoyé par le premier courrier directement à l'expéditeur.

POST OFFICE DEPARTMENT  
UNITED STATES OF AMERICA  
Administration des Postes des  
Etats-Unis d'Amérique  
POSTAL SERVICE  
Service des postes  
RETURN TO:  
Renvoyer à:  
Clerk, U. S. District Court  
(Name or firm) (Nom ou raison sociale)  
United States Courthouse, P. O. Box 1150  
(Street and number) (Rue et numéro)  
at (A) Portland, Ore 97207 UNITED STATES OF AMERICA  
(City and State) (Localité) (Pays-Union d'Amérique)  
RETURN RECEIPT  
Avis de réception  
Postmark of the office returning the receipt  
Timbre de bureau de retour

<sup>1</sup> If this receipt is to be returned by air mail, put on it the conspicuous notation "Return by airmail" and the blue "Par avion" (via air mail) label or impression.  
<sup>2</sup> If the addressee is a business, the receipt must be signed by the addressee or by a person authorized to do so by virtue of the regulations of the country of destination, and returned by the first mail directly to the sender. Ce reçu doit être signé par le destinataire ou par une personne y autorisée en vertu des règlements du pays de destination, et renvoyé par le premier courrier directement à l'expéditeur.



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[fol. 81]

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
[Title omitted]

MOTION BY DEFENDANT NAUTA TO DISMISS  
Filed February 11, 1965

The defendant Nauta moves the court as follows:

1. To dismiss the action as to him on the ground it appears from the complaint that the court lacks jurisdiction because:

a. The sum in controversy between plaintiff and this defendant, or between any two or more defendants, could not exceed \$10,000.00, exclusive of interest and costs.

b. This is an action in personam arising in California and one or more parties said by the complaint to be indispensable to interpleader cannot be served with summons within Oregon, namely each defendant designated in the complaint as a nonresident of Oregon.

2. To dismiss the action as to him, because the complaint fails to state a claim against him upon which relief can be granted, and affirmatively shows plaintiff can have no relief against him because it shows:

a. He has no present claim against plaintiff.

[fol. 82] b. No defendant has a liquidated claim against either insured of plaintiff.

3. To dismiss the action on the ground that the complaint fails to state a claim upon which relief can be granted.

4. To dismiss as to this defendant so much of the complaint as is contained in:

[File endorsement omitted]

- a. That portion of paragraph 1. of the prayer asking a declaration that plaintiff's insurance policy does not cover the accident described in the complaint.
- b. That portion of paragraphs 2. and 3. of the prayer asking for an order of interpleader.
- c. Paragraph 5. of the prayer asking for an injunction against institution or prosecution of any litigation, because the complaint shows:
  - (1) The court lacks jurisdiction of the subject matter;
  - (2) That interpleader, if allowed, would not dispose of plaintiff's problems and provide it the relief it seeks;
  - (3) Plaintiff has not exhausted its remedies at law;
  - (4) Plaintiff seeks to evade its contractual duty to defend its insureds; and
  - (5) Plaintiff seeks at its will to subject the rights of this defendant to one set of laws rather than another, to limit plaintiff's right of recovery against its insureds, and to extend the remedy of interpleader beyond protection of a stakeholder.

Hugh B. Collins, Attorney for defendant Nauta,  
107 East Main Street, Medford, Oregon.

#### Memorandum of Points and Authorities

The motion is made under Rule 12 (b) and 12 (d) of the Federal Rules of Civil Procedure.

[fol. 83] 1. Where plaintiff does not relinquish its claim to the fund, the interpleader statutes (28 USC 1335, 1397, and 2361) do not apply.

See *Sanders v. Armour Fertilizer Works*, 292 US 190, 91 ALB 950.

2. An action under Rule 22 (1) in the nature of interpleader is like any other diversity action.

*National Casualty Co. v. Insurance Co. of North America*, 280 F Supp 617.

- a. The sum in controversy must exceed \$10,000.00 exclusive of interest and costs.

*National Casualty Co. v. Insurance Co. of North America*, 230 F Supp 617.

- (1) Applying also the general rule, it is submitted that where plaintiff's policy contains a single-claim limit of \$10,000.00 it cannot aggregate separate claims of several defendants to make the amount in controversy exceed the jurisdictional minimum.

*Elliott v. Empire Natural Gas Co.*, 4 F.2d 493.

*Smith v. Columbia County, Oregon*, 166 F Supp 140.

- b. Summons may be served only within the territorial limits of the state.

*Metropolitan Life Insurance Co. v. Chase*, 294 F 2d 500.

- c. The law of Oregon, including its law of conflicts, is applicable and must be applied.

*Aurora Gasoline Co. v. Coyle*, 174 F Supp 331.

- (1) The interpleading party cannot at will subject the contesting claimants to one set of laws rather than another.

*Sanders v. Armour Fertilizer Works*, 292 US 190, 91 ALR 950.

3. Interpleader will not lie where the proceeding will [fol. 84] not terminate plaintiff's liability to all parties.

*Smith v. Mosier*, 169 Fed 430.

*cf New York Life Insurance Co. v. Lee*, 232 F 2d 811 (CA 9-Ore).



4. Interpleader will not lie until the claims against the insured have been liquidated and hence each defendant has a right of action against the insurer.

*Klaber v. Maryland Casualty Co.*, 69 F 2d 934, 106 ALR 617.

*National Casualty Co. v. Insurance Co. of North America*, 230 F Supp 617.

a. This is not the rule where under applicable law:

(1) Exhaustion of the indemnity limit relieves the insurer of the obligation to further defend its insured.

*Denham v. LaSalle-Maddison Hotel Co.*, 168 F 2d 576.

(2) A statute permits joinder of the insurer as a defendant in the original action against the insured; the so-called "direct action" statutes.

*Pan-American Fire & Casualty Co. v. Revere*, 188 F Supp 474.

5. Something besides double vexation must appear from the complaint; it must be shown that the plaintiff is exposed to double or multiple liability, not merely exposed to a multiplicity of suits.

See *Banker's Life Co. v. Doering*, 54 F Supp 302, aff'd 105 F 2d 578.

6. Jurisdiction to enjoin litigation in state courts in aid of actions in the nature of interpleader under Rule 22 (1) has been questioned by text writers, but no decision in point has been found.

Moore's Manual, Federal Practice & Procedure (1964 ed) 966 § 14.06 (1).

3 Moore's Federal Practice 3010 § 22.04 (2), 3044 § 22.13 (2).

[fol. 85]

- a. To be distinguished from statutory interpleader; e.g.

*Pan-American Fire & Casualty Co. v. Revere*, 188 F Supp 474.

7. Even where there may be jurisdiction to discharge the plaintiff of further liability and to determine the rights of the claimants in the fund, there is no jurisdiction to enter separate judgments as between the claimants.

*Consolidated Underwriters of South Carolina Insurance Co. v. Bradshaw*, 136 F Supp 395.

#### Summary of Argument

1. The court lacks jurisdiction over the subject matter because:

a. This is a diversity case and the sum in controversy between plaintiff and any defendant, particularly this defendant, could not exceed \$10,000.00 exclusive of interest and costs.

b. Since plaintiff does not relinquish the fund, this is not an action in rem and jurisdiction cannot be gained over any defendants outside Oregon, thus the action will not discharge the possible liability upon which plaintiff bases the action.

c. No claim against either of plaintiff's insureds has been liquidated and hence no defendant has any present claim against plaintiff, except plaintiff's insureds who at best have no present right to indemnity, but only a right to be defended.

2. It is quite likely that the court lacks jurisdiction to enjoin litigation in state courts, and seems well established that the court lacks jurisdiction to render adjudications as between claimants, if any, to the fund.

3. For the reasons given in paragraph 1, supra, the complaint does not state a claim in the nature of interpleader because:

a. Interpleader, if allowed, would not dispose of plaintiff's problems and provide it with the relief it seeks.

[fol. 86] b. Plaintiff has not exhausted its remedies at law, namely, declaratory judgment actions in proper forums;

c. Plaintiff seeks to evade its contractual duty to defend its insureds, which is neither equitable conduct nor the function of interpleader.

4. The complaint cannot survive as one for declaratory judgment against any defendant except one of plaintiff's insureds because:

a. If plaintiff were held bound by the contract, no one such claim could exceed \$10,000.00 exclusive of interest and costs, and thus is subject to the jurisdictional minimum limitation; and

b. As against any defendant outside Oregon, service of summons could not be accomplished.

#### The Agreement to Defend

It appears most important to plaintiff to be relieved of its insuring agreement to defend. It therefore seeks either a declaratory judgment that the insurance is not applicable, or in the alternative seeks to pay its policy limit into court and have the court declare that this amounts to "exhaustion of the indemnify agreement" and that the agreement to defend is dependent so that it ceases when the indemnity limit is thus "exhausted".

Three alternatives present themselves: (1) to hold that an insurer may abandon its insured by tendering the limit of its indemnity (as plaintiff seeks here), or (2) to hold that the insurer is absolved from further defense, after

applying its policy limit in settlements or in satisfaction of judgments, but the duty to defend continues until this contingency occurs, or (3) to hold that the agreement to defend is independent and continues whether or not the indemnity limit is exhausted.

Each alternative finds case support: (1) *Pan American Fire & Casualty Co. v. Revere*, 188 F Supp 474; (2) *Mead* [fol. 87] *Corporation v. Liberty Mutual Ins. Co.*, 219 Ga. 6, 131 SE 2d 534, reversing 107 Ga App 167, 129 SE 2d 162 which held with alternative 3; *General Casualty Co. of Wisconsin v. Whipple*, 328 F 2d 353; *Travelers Indemnity Co. v. New England Box Co.*, 102 N.H. 380, 157 A 2d 765; (3) *American Employers Insurance Co. v. Goble Aircraft Specialties, Inc.*, 205 Misc 1066, 131 NYS 2d 393; *American Casualty Co. of Reading, Pa. v. Howard*, 187 F 2d 322; *Anchor Casualty Co. v. McCaleb*, 178 F 2d 322; *National Casualty Co. v. Ins. Co. of North America*, 230 F Supp 617. (stating alternative 3 is generally adopted). The foregoing enumeration purports to be only representative, not exhaustive.

The United States District Court would follow the Oregon rule; however no Oregon case in point has been found. An attempt was then made to determine the Oregon conflicts rule, but without success. Thought was given whether the Oregon court would consider Restatement of Conflicts §§ 355, 358, 370, and 372, and hold that where a contract was performable in several places, the law of the place where the right to performance arose would be applied. Consideration was also given to the possibility that the Oregon court might see fit to apply the "grouping of contracts" theory, as lately applied in New York to contract cases generally (e.g. *Auten v. Auten*, 308 NY 155, 124 NE 2d 99, 50 ALR 2d 246) in which the proper law to be applied is said to be the law of the place which has the most significant contacts with the matter in dispute.

Without attempting to say what the Oregon court would hold, an arbitrary assumption was made that it would



apply California law. An attempt to determine the California rule as to the agreement to defend revealed the following situation: *Comunale v. Traders & General*, 321 P2d 768, 773 said:

"The agreement to defend is not only completely independent of and severable from the indemnity provisions of the policy, but is completely different."

[fol. 88] However the California Supreme Court in the same case, 328 P2d 198, vacated the District Court of Appeals opinion and said of the controversy (at page 201):

"The decisive factor . . . is not the refusal to defend; it is the refusal to accept an offer of settlement within the policy limits."

The Supreme Court reached the same result as did the District Court of Appeals, but for a different reason. Thus we have a definite statement by the Intermediate Appellate Court which is disapproved as not being in point, but is not repudiated as incorrect in the abstract. It is suggested that by failing to repudiate the statement, the Supreme Court gave it the force of dictum, and it is persuasive authority if California law is to be applied; cf. *Shanks v. Travelers Insurance Co.*, 25 F Supp 740.

[fol. 89] Affidavit of Service (omitted in printing).

[fol. 90]

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

Civil No. 65-30

[Title omitted]

MOTIONS AND OBJECTION TO ISSUANCE OF TEMPORARY  
RESTRAINING ORDER—Filed February 12, 1965

Defendant Greyhound Lines, Inc., for itself alone, moves the Court for the following orders:

(1) Setting aside and dissolving the order to show cause heretofore entered herein on January 22, 1965.

(2) Dismissing the complaint and proceeding against it, all for the following grounds:

(a) The United States District Court for the District of Oregon is not the proper forum for the determination of this proceeding because:

(i) The accident which forms the subject matter of the complaint allegedly occurred in Shasta County, California, on September 19, 1964 between a pickup truck and a bus of this defendant; plaintiff is an Illinois corporation; this defendant is a California corporation; according to the allegations of the complaint [fol. 91] 10 parties to this proceeding are California residents, 9 Washington residents, 11 are British Columbia residents, one each from the States of South Dakota and Montana, 32 in all as against only 7 who reside in Oregon, and 4 lawsuits arising from the accident are pending in California.

(b) There can be no justiciable controversy between the plaintiff and this moving defendant because the policy as set forth and described in paragraph 13 of the

[File endorsement omitted]

complaint does not contain or provide for coverage for property damage which is the only claim at this time which this moving defendant could assert, i.e., a corporation cannot sustain personal injuries.

(c) It appears from the complaint that the Court lacks jurisdiction of the subject matter and of the parties.

(d) The action is one in personam arising in the State of California and one or more parties said by the complaint to be indispensable cannot be served with process within this district.

(e) The complaint fails to state a claim against Greyhound Lines, Inc. upon which relief can or should be granted. Apparently no defendant has a liquidated claim against any insured of plaintiff.

(f) The interpleader if allowed would not dispose of plaintiff's problems nor could it provide plaintiff with the relief it seeks.

(g) Plaintiff has not exhausted its remedies at law.

(h) Plaintiff seeks to evade its contractual duties to defend its insureds.

(i) Plaintiff wrongfully seeks at its will to subject the rights of one defendant against the other to wrongfully limit its right of recovery against its insureds and to wrongfully extend the remedy of interpleader beyond the protection of a stakeholder.

[fol. 92] Upon argument of this motion defendant Greyhound Lines, Inc. will rely upon the authorities from the memorandum of points and authorities submitted herein by defendant Nauta in support of his motion to dismiss.

Koerner, Young, McColloch & Dezendorf, John Gordon Gearin, Attorneys for Defendant, Greyhound Lines, Inc.

[fol. 93] Affidavit of Service (omitted in printing).

[fol. 116]

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

March 15 1965

— Solomen, C.J. — East, J. xxx Kilkenney, J.  
Reporter J. Beckwith  
Deputy C. Mundorff

Civil No. 65-30

Cr. No. \_\_\_\_\_

Information \_\_\_\_\_ Indictment \_\_\_\_\_

Violation:

Section \_\_\_\_\_

Title \_\_\_\_\_

Deft Present \_\_\_\_\_ Not Present \_\_\_\_\_

Juvenile \_\_\_\_\_ Age \_\_\_\_\_

No. Counts \_\_\_\_\_ Arraigned \_\_\_\_\_

Plea: Guilty \_\_\_\_\_ Not Guilty \_\_\_\_\_

Trial: Court \_\_\_\_\_ Jury \_\_\_\_\_

Counsel: Appointed \_\_\_\_\_

Retained \_\_\_\_\_

STATE FARM FIRE & CASUALTY Co.,

vs.

ELLIS D. CLARK.

Pltfs Attys Williams:

Defts Attys Gearin: Levin: Skopel. Diese



BLOTTER ENTRY OF HEARING ON MOTION TO DISMISS, ETC.

Record of Hearing on Motion of Q. Collins to Dismiss

Order denying Motion to Dismiss

Record of hearing on Motion and Objections to Issuance of  
Temporary Restraining Order

Order that it is premature as time for service has not  
expired

Motion to Dismiss and Objection to Order to Show Cause  
withdrawn by Greyhound

Motion for permission of Greyhound to file Cross complaint  
and segregate issue of liability

Order allowing Motion to file cross complaint within 10  
days

Order setting for Call May 17th for Status report

[fol. 123]

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil No. 65-30

[Title omitted]

ORDER TO SHOW CAUSE—March 25, 1965

To: State Farm Fire and Casualty Company, Ellis D. Clark, Kenneth Glasgow, Alice Attneave, James Briggs, Gladys Bushyhead, Henry Carey, Maxine Carey, Mary Shisefski, Lillian G. Fisher, Mildred Forrester, Cleo Foster, Gail R. Gregg, Gladys Hart, Gary L. Henry, Helen C. Hohensinner, Edward Hollenbeck, Richard E. A. James, Mary Ann Jones, Barbara McGalliand, Maria Martin, Thomas Merrick, Zola Moyden, Mary Pooley, Doris Rogers,

[File endorsement omitted]

Allan Schmidt, Burl Simington, Maggcheltse Smit, Eva Smith, Harry Smith, Jennifer Sibbit, Katherine Tashire, Ronald N. Tate, Lucille Westover, Richard L. Walton, John Doe Wilson, Donald Wood and Johnathon Ziady

You, and each of you, are hereby ordered within 45 days of service upon you of this order to appear and show cause in writing, if any there be, and serve the same upon Greyhound Lines, Inc. through its attorneys, Koerner, Young, McColloch & Dezendorf, 800 Pacific Building, Portland, Oregon 97204, why an order of this Court should not be entered temporarily restraining you, and each of you, from instituting or further prosecuting any suit or action against Greyhound Lines, Inc. or its employee, Theron Nauta, in [fol. 124] any State, Federal or Provincial Court as a result of or in any way connected with your respective claims for personal injury and/or wrongful death arising out of the accident of September 19, 1964, or why you should not be required to appear herein, present and litigate any claim or claims for personal injuries or wrongful death against Greyhound Lines, Inc. or its employee, Theron Nauta.

All of Which Is Considered, Ordered and Adjudged this 25 day of March, 1965.

John F. Kilkenny, Judge.

Presented by:

John Gordon Gearin, Of Attorneys for Defendant, Greyhound Lines, Inc.

[fol. 125]

## IN THE UNITED STATES DISTRICT COURT

## FOR THE DISTRICT OF OREGON

Civil No. 65-30

[Title omitted]

MOTION FOR ORDER TO SHOW CAUSE—  
Filed March 25, 1965

Greyhound Lines, Inc., one of defendants above named, moves the Court for an order requiring plaintiff and the co-defendants, and each of them, to appear and to show cause within 45 days of the date of service upon them why an injunction should not issue from this Court temporarily restraining the plaintiff and co-defendants, and each of them, from instituting or further prosecuting any suit or action against it or its employee, Theron Nauta, in any State, Federal or Provincial Court as a result of or in any way connected with their respective claims for personal injury and/or wrongful death arising out of the accident of September 19, 1964, or why they should not be required to appear herein, present and litigate any claim or claims for personal injuries or wrongful death against Greyhound Lines, Inc. or its employee, Theron Nauta.

In support of said motion Greyhound Lines, Inc. will rely on the complaint in plaintiff's Action in the Nature of In-[fol. 126] terpleader, Title 28 § 2361 USCA, the docket entry order of this Court dated March 15, 1965, and the cross-claims of co-defendants Hohensinner, Martin and Pooley.

Koerner, Young, McColloch & Dezendorf, John Gordon Gearin, Attorneys for Defendant Greyhound Lines, Inc.

[File endorsement omitted]

[fol. 127]

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil No. 65-30

[Title omitted]

ANSWER, CROSS-CLAIMS FOR DECLARATORY RELIEF AND  
DEMAND FOR TRIAL BY JURY—Filed March 25, 1965

First Defense

Defendant Greyhound Lines, Inc., for itself alone and for no other defendant, for answer to plaintiff's complaint admits and denies as follows:

I.

Admits the allegations of paragraphs 1 through 13, inclusive.

II.

Denies paragraphs 14 to 15 for lack of sufficient information.

III.

Admits the allegations of paragraphs 16 through 22, inclusive.

IV.

Denies paragraphs 23 and 24 for lack of sufficient information.

V.

Admits paragraphs 25 to 26, inclusive.

[File endorsement omitted]



## I.

Defendant Greyhound Lines, Inc. is interested in the fund established by plaintiff's Action in the Nature of Interpleader to the extent of damage sustained to its bus in the collision referred to in the complaint in the approximate amount of \$75,000.00 and to the extent of its lien for benefits paid to its driver, Theron Nauta, in an amount to be determined.

## II.

Defendant Greyhound Lines, Inc. alleges that the policy of insurance referred to in paragraphs 13 and 14 of the complaint provides coverage to the operator and/or owner of the 1964 Dodge one-half ton pickup truck, i.e., defendants Ellis D. Clark and Kenneth Glasgow, and that plaintiff is required by the terms of said policy to pay for bodily injuries sustained by the occupants of defendant's bus according to the limits of said policy and for the further limits of \$5,000.00 property damage because of the legal liability of its assured, the driver or owner of said pickup truck.

By way of Cross-claim against Defendants Ellis D. Clark, Kenneth Glasgow, Alice Attneave, James Briggs, Gladys Bushyhead, Henry Carey, Maxine Carey, Mary Shisefski, Lillian G. Fisher, Mildred Forrester, Cleo Foster, Gail R. Gregg, Gladys Hart, Gary L. Henry, Helen C. Hohensinner, Edward Hollenbeck, Richard E. A. James, Mary Ann Jones, Barbara McGalliand, Maria Martin, Thomas Merrick, Zola Moyden, Mary Pooley, Doris Rogers, Allan Schmidt, Burl Simington, Maggcheltse Smit, Eva Smith, Harry Smith, Jennifer Sibbit, Katherine Tashire, Ronald N. Tate, Lucille Westover, Richard L. Walton, John Doe Wilson, Donald Wood and Johnathon Ziady, Defendant Greyhound Lines, Inc. alleges:

## I.

On or about the 19th day of September, 1964, at or near the hour of 3:10 A.M. a collision occurred on U. S. Highway [fol. 129] No. 99 at a point approximately 17 miles north of Redding, Shasta County, California, between a northbound bus No. 7779 owned and operated by defendant Greyhound Lines, Inc. through its employee, defendant Theron Nauta, and a southbound 1964 Dodge one-half ton pickup truck operated by Ellis D. Clark in which Kenneth Glasgow was riding. Greyhound Lines, Inc. is informed and believes that Kenneth Glasgow was the owner of said pickup truck which was being operated at said time and place on his behalf.

## II.

The following co-defendants were passengers on said bus and received injuries as a proximate result of said collision. They are: Alice Attneave, Henry Carey, Burl Simington and Katherine Tashire, residents and citizens of the State of Oregon; James Briggs, Gladys Bushyhead, Mildred Forrester, Cleo Foster, Gladys Hart, Allan Schmidt, Jennifer Sibbit, Donald Wood and Johnathon Ziady, residents and citizens of the State of California; Maxine Carey, Mary Shisefski, Helen C. Hohensinner, Edward Hollenbeck, Mary Ann Jones, Maria Martin, Mary Pooley and Doris Rodgers, residents and citizens of the State of Washington; Gary L. Henry, a resident and citizen of the State of South Dakota; Zola Moyden, a resident and citizen of the State of Montana; Lillian G. Fisher, Richard E. A. James, Barbara McGalliard, Thomas Merrick, Eva Smith, Harry Smith and Ronald N. Tate, residents and citizens of the Province of British Columbia; Gail R. Gregg, Maggcheltse Smit and Lucille Westover, residents and citizens of the Province of Alberta. Sue M. Walton lost her life as a result of said collision and Richard L. Walton, a citizen and resident of the State of Washington, is or may be beneficially interested as her husband in said death. Jean Wilson lost her life as a result of said collision and John Wilson, a citizen and resident of

the Province of British Columbia, Canada, is or may be beneficially interested as her husband in said death. Ellis D. Clark and Kenneth Glasgow, operator and occupant of said pickup truck, likewise received injuries in said accident.

[fol. 130]

### III.

The foregoing accident and the resulting injuries and deaths were caused solely and proximately by the negligence of Ellis D. Clark and/or Kenneth Glasgow in one or more of the following particulars:

- (1) They drove and operated said pickup truck on the wrong side of the road.
- (2) They failed to maintain proper control of said pickup truck.
- (3) They failed to maintain proper or any lookout.
- (4) They drove and operated the same at an excessive rate of speed.

### IV.

Neither Greyhound Lines, Inc. nor its driver, Theron Nauta, were guilty of negligence in any particular, and no act or omission on their part constituted a proximate or other cause of the collision or of the foregoing injuries and deaths.

### V.

Gladys Bushyhead, Donald E. Wood, Katherine Tashire, Eva Smith, Harry Smith, Barbara McGalliard, Gladys Hart and Mary Shisefski have filed actions for damages arising from injuries sustained in said accident against Greyhound Lines, Inc. and others in the Superior Courts of the State of California. Maxine Carey and her husband, William Carey, have filed similar actions in the Federal Court of the District of Washington. The aggregate amount of the prayers of said complaints exceeds the sum of \$1,000,000.00.

## VI.

Maria Martin, Mary Pooley and Helen C. Hohensinner have filed in this proceeding cross-claims for personal injuries against Greyhound Lines, Inc., the aggregate amount thereof totalling \$150,000.00.

## VII.

Numerous claims for damages have also been made [fol. 131] against this answering defendant and additional law actions are threatened. No case has as yet proceeded to trial.

## VIII.

Greyhound Lines, Inc. is a California corporation. The amount in controversy exceeds the sum of \$10,000.00, exclusive of interest and costs. The Court, upon the deposit by plaintiff, State Farm Fire and Casualty Company, of \$20,000.00 by reason of diversity of citizenship and the amount in controversy, has jurisdiction of the subject matter and of the plaintiff and of all defendants.

## IX.

Co-defendants, with the exception of defendant Theron Nauta, claim and Greyhound Lines, Inc. denies that Greyhound Lines, Inc. was legally responsible for said accident and for the resulting injuries and deaths. Greyhound Lines, Inc. is interested in a determination by way of Bill of Peace in the determination of its rights, status and lack of legal responsibility with respect to said accident, and it is necessary to avoid numerous expensive and vexatious litigation that Greyhound Lines, Inc. obtain a declaration of its rights, status and lack of legal responsibility for said accident.

## X.

There presently exists an actual justiciable controversy between plaintiff and co-defendants, all of whom have an



interest in the present controversy, and the rights of the parties should therefore be declared.

Wherefore, defendant Greyhound Lines, Inc. prays:

(1) That the Court adjudicate and decree that plaintiff's policy of insurance indemnifies and protects Ellis D. Clark and/or Kenneth Glasgow for bodily injury and property damage according to the limits thereof and that it be required to extend coverage to said Clark and Glasgow.

[fol.132] (2) That the fund deposited by plaintiff in the Registry of this Court be made available to or for the benefit of the defendants herein.

(3) That the Court adjudicate and decree that Greyhound Lines, Inc. was not legally responsible for the accident involved in this controversy or for the injuries or deaths resulting therefrom.

(4) That the Court further adjudicate and agree that the sole remedy of the injured parties or co-defendants or the survivors or beneficiaries thereof be against Ellis D. Clark and/or Kenneth Glasgow and the fund deposited by plaintiff in this Court.

(5) That the defendants and each of them be required to appear herein, present and litigate any claim or claims for personal injuries or wrongful death against Greyhound Lines, Inc. or its employee, Theron Nauta, or be forever barred.

(6) That the Court issue an injunction restraining all parties from instituting or further prosecuting any pending suits against Greyhound Lines, Inc. or Theron Nauta, whether State or Federal, other than in the instant proceeding.

(7) For such other further and separate relief as to the Court may seem just and equitable.

Koerner, Young, McColloch & Dezendorf, John Gordon Gearin, Attorneys for Defendant Greyhound Lines, Inc.

[fol. 143]

[Stamp—U. S. District Court, District of Oregon—Filed  
May 14, 1965—Keith Burns, Clerk, By H. Jorgensen,  
Deputy]

SUMMONSES AND RETURNS

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

vs.

ELLIS D. CLARK, KENNETH GLASGOW, THERON NAUTA, ALICE  
ATTNEAVE, JAMES BRIGGS, GLADYS BUSHYHEAD, HENRY  
CAREY, MAXINE CAREY, MARY SHISEFSKI, LILLIAN G.  
FISHER, MILDRED FORRESTER, CLEO FOSTER, GAIL R.  
GREGG, GLADYS HART, GARY L. HENRY, HELEN C. HOHEN-  
SINNER, EDWARD HOLLENBECK, RICHARD E. A. JAMES,  
MARY ANN JONES, BARBARA MCGALLIAND, MARIA MARTIN,  
THOMAS MERRICK, ZOLA MOYDEN, MARY POOLEY, DORIS  
ROGERS, ALLAN SCHMIDT, BURL SIMINGTON, MAGGHELTSE  
SMIT, EVA SMITH, HARRY SMITH, JENNIFER SIBBIT,  
KATHERINE TASHIRE, RONALD N. TATE, LUCILLE WEST-  
OVER, RICHARD L. WALTON, JOHN DOE WILSON, DONALD  
WOOD, JOHNATHON ZIADY, GREYHOUND LINES, INC.,  
Defendants.

To the following named Defendants: Ellis D. Clark, Ken-  
neth Glasgow, Theron Nauta and Greyhound Lines, Inc.

You are hereby summoned and required to appear and  
defend this action and to serve upon Geddes, Felker, Wal-  
ton & Richmond; James G. Richmond for defendant Mary  
Ann Jones whose true name is now Mary Ann Pankow  
attorneys, whose address is P. O. Box 1265, Roseburg,  
Oregon an answer to the answer and cross-claim which

is herewith served upon you, within twenty days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the answer and cross-claim.

Keith Burns, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: April 14, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 143-A]

### Return on Service of Writ

I hereby certify and return, that on the 11th day of May 1965, I received this summons and served it together with the complaint herein as follows: by serving a copy of each on the C. T. Corp. System for the Greyhound Lines, Inc., at the office of the CT Corp. System on the 8th Floor of the Pacific Building at 520 S.W. Yamhill St., on the 11th day of May, 1965.

Eugene G. Hulett, United States Marshal, District of Oregon, By Clarence L. Dizney, Deputy United States Marshal.

### Marshal's Fees

Travel .....	\$ none
Service .....	3.00
	<hr/>
	\$ 3.00

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 144]

Form No. USM 222  
Edition 4-22-61

## RETURN ON SERVICE OF WRIT

United States of America,

DISTRICT OF

OREGON

ss:

I hereby certify and return that I served the annexed SUMMONSon the therein-named ELLIS D. CLARK, ET AL, (Writ)  
(Individual, company, corporation, etc.)by handing to and leaving a true and correct copy thereof with together with a true and  
correct copy of the ANSWER AND CROSS-COMPLAINT to MR. ELLIS D. CLARK,  
(Individual or agent of company, corporation, etc.)personally at his new home apartment at 3410 South Pacific Blvd., Apt. # 5,  
(Address—Street number, apartment number,  
rural route, etc.)at ALBANY, OREGON in the said District  
(City) (State)  
at 5:15 p. m., on the 14th day of MAY, 19 65Eugene C. Rullett  
United States Marshal  
District of Oregon  
United States Marshal.Marshal's fees 3.00Mileage 16.80

By

By

CLARENCE L. DIXON Deputy  
DEPUTY U. S. MARSHALCost this service \$19.80

U. S. GOVERNMENT PRINTING OFFICE 16-57777-2

Court Civil No. 65-30

Oregon Marshal's Civil No. 7073



Form No. URM 502  
Edition 4-22-64

# RETURN ON SERVICE OF WRIT

United States of America.

DISTRICT OF OREGON

33:

I hereby certify and return that I served the annexed

## SUMMONS

(Welt)

on the therein-named ELLIS D. CLARK , ET AL,

(Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with Mr. Kenneth Glasgow together with a true and correct copy of the ANSWER AND CROSS-COMPLAINT to MR. KENNETH GLASGOW

(Individual or agent of company, corporation, etc.)

personally at his home at 704 Shasta Street, (P.O.Box 31)

(Address—Street number, apartment number)

road route, etc.)

**EAGLE POINT**

**CRACKING**

in the said District

at 1:25 a/~~m~~/p. m., on the 13th day of MAY 1955

Marshal's fees 3.00

Milgram see return RE: NAUTA

Cost this service \$3.00

**Eugene C. Hulott**

United States Marshal

District of United States Marshal

**By**

But

CLARENCE L. DIZNEY  
DIZNEY & S. MARSHALL

**Deputy.**

Court Civil No. 65-30

Oregon Marshal's Civil No. 7073

[fol. 146]

Form No. 104B 200  
Revised 4-23-61

## RETURN ON SERVICE OF WRIT

United States of America,

DISTRICT OF OREGON

ss:

I hereby certify and return that I served the annexed SUMMONS  
 on the therein-named ELLIS D. CLARK, ET AL, (Wife)  
 (Individual, company, corporation, etc.)

by handing to and leaving a true and correct copy thereof with together with a true and  
correct copy of the ANSWER AND CROSS-COMPLAINT to MR. THERON NAUTA  
 (Individual or agent of company, corporation, etc.)  
by serving his wife MRS. JUNE NAUTA

personally at their home ranch at Rural Route No. P.O. Box 52-K  
 (about 5 miles So. of Keno, Oregon)  
 (Address—Street number, apartment number,  
 rural route, etc.)

at KENO OREGON in the said District  
 (City) (State)  
 at 3:35 4/14—p. m., on the 13th day of MAY, 19 65

Marshal's fees 3.00Mileage 72.96Cost this service \$75.96

Eugene C. Rullett

United States Marshal  
District of Oregon

By

By

CLARENCE L. DIZNEY  
Deputy U. S. Marshal

Court Civil No. 65-30

Oregon Marshal's Civil No. 7073

[fol. 149]

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil No. 65-30

[Title omitted]

RESTRAINING ORDER—Filed May 3, 1965

Heretofore, on the 22nd day of January, 1965, the Court entered its order, directed to each of the defendants, requiring them to appear and show cause in writing, if any there be, why an order of this court should not be entered temporarily restraining the defendants from instituting or prosecuting any proceedings in any state or United States court affecting the property or obligation involved in this interpleader action. The time to appear and show cause in writing has expired. The defendant Theron Nauta, on or about the 11th day of February, 1965, filed his motion to dismiss the plaintiff's complaint, and the defendant Greyhound Lines, Inc., having on or about the 11th day of February, 1965, filed its motions and objections to the issuance of the temporary restraining order, and the defendant Mary Chisefski and the defendant Hollenbeck, having on or about the 23rd day of February, 1965, filed their motions and objections to the issuance of the temporary [fol. 150] restraining order, and none of the remaining defendants having appeared and shown cause why such restraining order should not issue. The court having heretofore considered the motions and objections of the defendants Nauta, Greyhound Lines, Inc., Chisefski, and Hollenbeck and having heretofore overruled such motions and objections,

It Is Therefore Ordered, Adjudged and Decreed that the defendants, and each of them, except the defendant Gladys Hart, their officers, agents, servants, employees and attor-

[File endorsement omitted]

neys, and all other persons in active concert or participation with them, be and they are hereby temporarily restrained and enjoined from instituting or prosecuting any proceedings in any state or United States court affecting the property or obligation involved in this interpleader action, and specifically against instituting or prosecuting any proceeding against the plaintiff or any of the defendants who may constitute the plaintiff's assureds.

Dated this 3rd day of May, 1965.

John F. Kilkenny, District Judge.

[fol. 151]

[Stamp—U. S. District Court, District of Oregon—Filed Jul 8 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

SUMMONSES AND RETURNS

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK, et al., Defendants.

To the following named Defendant: Ronald N. Tate.

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin attorneys, for Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the



Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk of Court, E. Nowell Deputy Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 151-A]

### Return on Service of Writ

I hereby certify and return, that on the 12th day of May 1965, I received this summons and served it together with the answer herein as follows: by mailing by registered mail under No. 564282 with return receipt requested, the summons, answer, Cross-Claims for Declaratory relief, Demand for Jury Trial & Order To Show Cause. Return Receipt indicated it was received by Ronald N. Tate in person on May 15, 1965.

Eugene G. Hulett, United States Marshal, By Allan D. Lindley, Chief Deputy United States Marshal.

### Marshal's Fees

Travel .....	\$.....
Service .....	6.00
	<hr/>
	\$ 6.00

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 152]

[Stamp—U. S. District Court, District of Oregon—Filed  
Jul 8 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK, et al., Defendants.

SUMMONS

To the following named Defendant: Thomas Merrick.

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin & Associates, for Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk of Court, E. Nowell, Deputy  
Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 152-A]

## Return on Service of Writ

I hereby certify and return, that on the 12th day of May 1965, I received this summons and served it together with the answer herein as follows: by mailing by registered mail under No. 564284 with return receipt requested the summons, Answer, Cross-Claims for Declaratory relief, Demand for Jury Trial & Order to Show Cause. Return receipt indicated it was received in person on May 17, 1965, by Thomas Merrick.

Eugene G. Hulett, United States Marshal, By Allan  
D. Lindley, Chief Deputy United States Marshal.

## Marshal's Fees

Travel .....	\$.....
Service .....	6.00
	<hr/>
	\$ 6.00

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 153]

[Stamp—U. S. District Court, District of Oregon—Filed  
Jul 8 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK, et al., Defendants.

SUMMONS

To the following named Defendant: Lucille Westover.

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin attorneys, for Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk of Court, E. Nowell, Deputy  
Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.



[fol. 153-A]

## Return on Service of Writ

I hereby certify and return, that on the 12th day of May 1965, I received this summons and served it together with the answer herein as follows: by mailing it by registered mail under No. 564283 with return receipt requested the summons, answer, Cross-claims for Declaratory relief, Demand for Jury Trial & Order to show cause. Return receipt indicated it was received May 15, 1965 in person, by Lucille Westover.

Eugene G. Hulett, United States Marshal, By Allan  
D. Lindley, Chief Deputy United States Marshal.

## Marshal's Fees

Travel .....	\$.....
Service .....	6.00
	<hr/>
	\$ 6.00

Note:—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 154]

[Stamp—U. S. District Court, District of Oregon—Filed  
Jul 8 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

• UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

• • ELLIS D. CLARK, et al., Defendants.

**SUMMONS**

To the following named Defendant: **Richard E. A. James.**

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin attorneys, for Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 154-A]

**Return on Service of Writ**

I hereby certify and return, that on the 12th day of May 1965, I received this summons and served it together with the answer herein as follows: By mailing a copy to Mr. Richard E. A. James by registered Mail with return receipt requested to 1045 Nelson, Vancouver, B.C. Canada under No. 564285 on May 13, 1965. Return receipt indicates letter was delivered on May 15, 1965 at said address. Summons was served along with Answer, Cross-Claims for Declaratory relief, Demand for Jury Trial, Order to Show Cause.

Eugene G. Hulett, United States Marshal, By Allan D. Lindley, Chief Deputy United States Marshal.

### Marshal's Fees

Travel .....	\$.....
Service .....	6.00
	<hr/>
	\$ 6.00

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 155]

[Stamp—U. S. District Court—District of Oregon—Filed Jul 8—1965—Keith Burns; Clerk—By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK, et al., Defendants.

~~SUMMONS~~

To the following named Defendant: Maggcheltse Smit.

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin attorneys, for Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the

day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded, in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: May 12, 1965.

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 155-A]

### Return on Service of Writ

I hereby certify and return, that on the 12th. day of May 1965, I received this summons and served it together with the answer herein as follows: by mailing a copy of each by registered mail with return receipt requested to Maggcheltse Smit to 13911 122nd. Avenue Edmonton, Alberta, Canada under No. 564283 on May 13, 1965 and on May 15, 1965 said receipt was signed by Smit and returned by mail. The summons and complaint were accompanied by an answer, Cross-claims for Declaratory relief, Demand for Jury Trial and Order to show cause.

Eugene G. Hulett, United States Marshal, By Allan D. Lindley, Chief Deputy United States Marshal.

### Marshal's Fees

Travel .....	\$ .....
Service .....	6.00
	<hr/>
	6.00

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]



[fol. 156]

[Stamp—U. S. District Court—District of Oregon—Filed  
Jul 8—1965—Keith Burns, Clerk—By H. Jorgensen,  
Deputy]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK, et al., Defendants.

SUMMONS

To the following named Defendant: Jean Wilson.

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin attorneys, for Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk of Court, By E. Nowell, Deputy Clerk.

[Seal of Court]

Date: May 12, 1965.

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 156-A]

## Return on Service of Writ

I hereby certify and return, that on the 12th. day of May 1965, I received this summons and returned it unexecuted as Jean Wilson is deceased.

Eugene G. Hulett, United States Marshal, By Allan  
D. Lindley, Chief Deputy United States Marshal.

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 157]

[Stamp—U. S. District Court—District of Oregon—Filed  
Jul 8—1965—Keith Burns, Clerk—By H. Jorgensen,  
Deputy]

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK, et al., Defendants.

## SUMMONS

To the following named Defendant: Gladys Hart.

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin attorneys for Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days.

after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 157-A]

### Return on Service of Writ

I hereby certify and return, that on the 29th day of May 1965, I received this summons at Monroe, Louisiana and on the 29th day of May, 1965 at 12:30 o'clock P.M. at Route 1, Box 41, Clay, Louisiana executed same by delivering a certified copy of this summons together with Cross-Claims for Declaratory Relief and Demand for Trial by Jury; Motion for Order to Show Cause and Order to Show Cause to the within named Gladys Hart, in person.

Joseph W. Keene, United States Marshal, By Russell L. Jordan, Deputy United States Marshal.

### Marshal's Fees

Travel .....	\$11.04
Service .....	6.00
	<hr/>
	17.04
Tl. Fee .....	2.00
	<hr/>
	\$19.04
Endeavors ....	1.68
	<hr/>
	\$20.72

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

### Marshal's Return

I received this writ at Shreveport, Louisiana on May 27, 1965 and on May 27, 1965 endeavored to serve the within named Gladys Hart at 3224 Midway, Shreveport, Louisiana, and was informed that she now resides at Rt. 2, Clay, Louisiana, in care of Mrs. Willie Carr. I therefore return this writ unexecuted and unserved, this the 27th day of May, 1965 at Shreveport, Louisiana.

Mileage \$.72

On Endeavor

Joseph W. Keene, U. S. Marshal, By: Delmer E. Anglin, Deputy.

[fol. 158]

### Report of Endeavor

Date—5/13/65 Marshal's Number 7073 Civil No.) 65-30

Case—State Farm Fire and Casualty Company vs. Ellis D. Clark et al.

Company or Person—Gladys Hart

Place Endeavored—1325—19th Ave., San Francisco, California

Reason Not Served—No such house number, also checked 1374—19th Ave., S. F. No one at that place either.

Writ Held for Further Action \_\_\_\_\_

(check)

Writ Returned—5/17/65

Travel—\$.96¢

Elliott K. Chan, Deputy.



[fol. 159]

[Stamp—U. S. District Court, District of Oregon—Filed  
Jul 8 1965—Keith Burns, Clerk; By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK et al., Defendants.

SUMMONS

To the following named Defendant: Mildred Forrester.

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin for Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 159-A]

Return on Service of Writ

I hereby certify and return, that on the 18th day of May, 1965, I received this summons and served it together with

the complaint herein as follows: Answer/Crossclaim/Demand for jury Trial/motion for Order/Order to show cause Served Mildred Forrester, personally, at 1930 Haste, Berkeley, Calif. on 5-18-65

Edward A. Heslep, United States Marshal, By  
Thomas P. McGowan, Deputy United States Marshal.

**Marshal's Fees**

Forwarding fee ....	\$2.00
Travel .....	\$
Service .....	6.00

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 160]

[Stamp—U. S. District Court, District of Oregon—Filed  
Jul 8 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK et al., Defendants.

**SUMMONS**

To the following named Defendant: Gladys D. Bushyhead.

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin attorneys for

Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk, Clerk of Court, E. Nowell,  
Deputy Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 160-A]

### Return on Service of Writ

I hereby certify and return, that on the 18th day of May 1965, I received this summons and served it together with the complaint herein as follows: Served Gladys D. Bushyhead, personally, at 1312 92nd Ave., Oakland, Calif. on 5-18-65, together with a copy of Answer, Cross Claim, Demand for Jury Trial, Motion for Order, and Order to Show Cause.

Edward A. Heslep, United States Marshal, By  
Thomas P. McGowan, Deputy United States Marshal.

### Marshal's Fees

Travel .....	\$8.88
Forwarding fee ....	2.00
Service .....	6.00

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 161]

[Stamp—U. S. District Court, District of Oregon—Filed  
Jul 8 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK et al., Defendants.

SUMMONS

To the following named Defendant: Donald Wood.

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin attorneys for Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of Service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 161-A]

Return on Service of Writ

I hereby certify and return, that on the 18th day of May 1965, I received this summons and served it together with



the complaint herein as follows: Answer/Crossclaim/Demand for Jury Trial/Motion for Order/Order to show cause Served Donald Wood by serving Linda J. Wood, Wife at 3100 Wheeler, Berkeley, Calif. on 5-18-65

Edward A. Heslep, United States Marshal, By  
Thomas P. McGowan, Deputy United States Marshal.

**Marshal's Fees**

Forwarding fee --- \$2.00  
Travel ..... \$  
Service ..... 6.00

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 162]

[Stamp—U. S. District Court, District of Oregon—Filed Jul 8 1965,—Keith Burns, Clerk, By H. Jorgensen, Deputy]

**UNITED STATES DISTRICT COURT**

**FOR THE DISTRICT OF OREGON**

**Civil Action File No. 65-30**

**STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,**

**v.**

**ELLIS D. CLARK et al., Defendants.**

**SUMMONS**

To the following named Defendant: Cleo Foster.

You are hereby summoned and required to appear and defend this action and to serve upon attorneys for Defendant Greyhound Lines, Inc.: Koerner, Young, McCulloch & Dezen Dorf; John Gordon Gearin, whose address is: 800

Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 162-A]

### Return on Service of Writ

I hereby certify and return, that on the 14th day of May 1965, I received this summons and served it together with the complaint herein as follows:.

Served Cleo Foster on June 9, 1965, at Apt 707, 1133 Laguna Street, San Francisco, California, by delivering a copy of the Summons, Answer, Cross Claim, Demand for Jury Trial, Motion for Order and Order to Show Cause, to her personally.

Edward A. Heslep, United States Marshal, By  
Frank Klein, Deputy United States Marshal.

Forwarding Fees: \$2.00

### Marshal's Fees

Travel .....	\$ .48
Service .....	6.00

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 163]

[Stamp—U. S. District Court, District of Oregon—Filed  
Jul 8 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK et al., Defendants.

SUMMONS

To the following named Defendant: Allan Schmidt.

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin attorneys, for Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk of Court, E. Nowell, Deputy  
Clerk.

[Seal of Court]

Date: May 12, 1965

Note—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 163-A]

## Return on Service of Writ

I hereby certify and return, that on the 12th day of May 1965, I received this summons and served it together with the complaint herein as follows: And on June 16, 1965 I handed a copy of the Summons, Answer, Motion & Order to Allan Schmidt at 1505 Orchard Ave. (Apt. 28) Eugene, Oregon.

Eugene G. Hulett, United States Marshal, By Raymond O. Hume, Deputy United States Marshal.

## Marshal's Fees

Travel	220	\$26.40
Service		6.00

Total		\$32.40
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Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 164]

## Return of Non-Service of Writ

Civil. 65-30—Oregon

Office of United States Marshal,  
Northern District of California, ss.:

I hereby certify that I received the annexed summons, order to show cause motion for order to show cause and answer, cross-claims for declaratory relief and demands for trial by jury. On 5/19, 1965, and returned the same not served as to Allan Schmidt Address 43 Kinross, San Rafael, California on 5/19, 1965. Reason Allan Schmidt may be located at 1505 Orchard Ave. Apt. #28, Eugene, Ore. Also he is still enrolled at the U. of O. at Eugene, Ore.

Edward A. Heslep, United States Marshal, By Stanley W. Fogler, Deputy.

Expense \$ None.



[fol. 165]

[Stamp—U. S. District Court, District of Oregon—Filed  
Jul 8 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK et al., Defendant.

SUMMONS

To the following named Defendant: Jennifer Sibbit

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin attorneys for Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk of Court, E. Nowell, Deputy  
Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 165A]

## Return on Service of Writ

I hereby certify and return, that on the 13th day of May 1965, I received this summons and served it together with the complaint herein as follows: Summons and Complaint, was delivered to Jennifer Sibbitt in person at Eugene, Oregon on July 1, 1965, along with the summons & complaint she was served with an Order to show cause, motion for order to show cause and answer, cross-claims for declaratory relief and demands for trial by jury.

Eugene G. Hulett, United States Marshal, By .....  
 ....., Deputy United States Marshal.

## Marshal's Fees

Travel .....	\$27.36	(228 R.T.M.)
Service .....	6.00	
	<hr/>	
	33.36	

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 166]

## Return of Non-Service of Writ

Civil. 65-30 Oregon

Office of United States Marshal,  
 Northern District of California, ss.:

I hereby certify that I received the annexed summons, order to show cause, motion for order to show cause and answer, cross-claims for declaratory relief and demands for

trial by jury on 5/19, 1965, and returned the same not served as to Jennifer Sibbitt Address 81 Cambridge Heights, Novato, California on 5/19, 1965. Reason Jennifer Sibbitt may be located at 1841 Emerald St., Eugene, Oregon. Also she is still enrolled at the U. of O. at Eugene, Ore.

Edward A. Heslep, United States Marshal, By Stanley W. Fogler, Deputy.

Expense \$6.48

[fol. 167]

[Stamp—U. S. District Court, District of Oregon—Filed Jul 8- 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK, et al., Defendants.

SUMMONS

To the following named Defendant: Alice Attneave.

You are hereby summoned and required to appear and defend this action and to serve upon attorneys for Defendant Greyhound Lines, Inc.: Koerner, Young, McColloch & Dezendorf: John Gordon Gearing, whose address is: 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45

days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 167A]

### Return on Service of Writ

I hereby certify and return, that on the 12th day of May 1965, I received this summons and served it together with the Answer/Cross claim/Demand for jury trial/Motion & Order to show Cause herein as follows: and at 10:25 A.M. On May 15, 1965 I served the above described writs upon Alice (Mrs. Fred) Attneave, at Rte 4, Box 319-M, Eugene, Oregon, by handing her a copy of the above writs personally.

Her address is presently, Rte 4, Bx 319M (1st house south of Spencer Butte Park, on South Willamette St, Eugene, Oregon)

Eugene G. Hulett, United States Marshal, District of Oregon, By \_\_\_\_\_, Deputy United States Marshal.

### Marshal's Fees

Travel .....	\$ (Costs applied to Ziady service)
Service .....	6.00
	<hr/>
	\$ 6.00



Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

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[fol: 168]

[Stamp—U. S. District Court, District of Oregon—Filed  
Jul 8 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

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STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK, et al., Defendants.

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SUMMONS

To the following named Defendant: Kenneth Glasgow.

You are hereby summoned and required to appear and defend this action and to serve upon attorneys, for Defendant Greyhound Lines, Inc.: Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin, whose address is: 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default

will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 168A]

### Return on Service of Writ

I hereby certify and return, that on the 12th day of May 1965, I received this summons and served it together with the Answer; cross complaint; (for declaratory relief); Order to Show Cause and motion for order to show cause as follows: by serving a copy of each on Mr. Kenneth Glasgow on the 13th day of May, 1965 at his home at 704 Shasta Street, Eagle Point, Oregon (P. O. Box is 31).

Eugene G. Hulett, United States Marshal, District of Oregon, By Clarence L. Dizney, Deputy United States Marshal.

### Marshal's Fees

Travel .....	\$69.60	return Re: Nauta
Service .....	6.00	
	<hr/>	
	\$75.60	

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 169]

[Stamp—U. S. District Court, District of Oregon—Filed  
Jun 11 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK, et al., Defendants.

SUMMONS

To the following Defendant: Ellis D. Clark

You are hereby summoned and required to appear and defend this action and to serve upon attorneys, for Defendant Greyhound Lines, Inc.: Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin, whose address is: 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk of Court, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: May 12, 1965 .

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 169A]

## Return on Service of Writ

I hereby certify and return, that on the 12th day of May 1965, I received this summons and served it together with The Answer; cross complaint; (for declaratory relief); Order to Show Cause and motion for order to show cause as follows: by serving a copy of each on MR. ELLIS D. CLARK on the 14th day of May, 1965 at his new home apartment No. 5 at 3410 South Pacific Blvd., Albany, Oregon.

Eugene G. Hulett, United States Marshal, By  
 Clarence L. Dizney, Deputy United States Marshal.

## Marshal's Fees

Travel .....\$ See return for Kenneth Glasgow  
 Service..... 6.00

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\$6.00

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]



[fol. 170]

[Stamp—U. S. District Court, District of Oregon—Filed  
Jul 8 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK et al., Defendants.

SUMMONS

To the following named Defendant: Johnathon Ziady.

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McCulloch & Dezendorf; John Gordon Gearin, attorneys, for Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 170A]

## Return on Service of Writ

I hereby certify and return, that on the 12th day of May 1965, I received this summons and served it together with the Answer, Cross claims/Demand for Jury Trial/Motion for Order, & Order to show cause herein as follows: and at 11:50 A.M. I served the writs above mentioned on Johnathon Ziady, by handing a copy to Monte Kawahara a room mate of Ziady at 608 E 15th St, Eugene, Oregon, on May 15, 19

Eugene G. Hulett, United States Marshal, District  
of Oregon, By \_\_\_\_\_, Deputy United  
States Marshal.

## MARSHAL'S FEES

Travel.....	\$27.36 (228 R.T.M.)
Service.....	6.00
	<hr/>
	33.36

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 171]

[Stamp—U. S. District Court, District of Oregon—Filed  
Jul 8 1965—Keith Burns, Clerk, By H. Jorgensen, Deputy]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil Action File No. 65-30

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

v.

ELLIS D. CLARK et al., Defendants.

SUMMONS

To the following named Defendant: Zola Moyden.

You are hereby summoned and required to appear and defend this action and to serve upon Koerner, Young, McColloch & Dezendorf; John Gordon Gearin, attorneys, for Defendant Greyhound Lines, Inc. whose address is 800 Pacific Building, Portland, Oregon 97204 an answer to the Cross-Claims for Declaratory Relief and Order to Show Cause which is herewith served upon you, within 45 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Cross-Claims for Declaratory Relief.

Keith Burns, Clerk, E. Nowell, Deputy Clerk.

[Seal of Court]

Date: May 12, 1965

Note.—This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure.

[fol. 171A]

## Return on Service of Writ

I hereby certify and return, that on the 17th day of May 1965, I received this summons and served it together with the complaint herein and copy of Answer, Cross-Claims, Demand for Jury Trial, Motion for Order and Order to Show Cause as follows: by handing to and leaving a true and correct copy of each with Zola Moyden, (Mayden) Nine Mile Creek, Huson, Montana, her residence, at 9:30 A.M.

George A. Bukovatz, United States Marshal, By  
 \_\_\_\_\_, Deputy United States Marshal.

## MARSHAL'S FEES

Travel..... \$36.00 (300 miles)

Service..... 6.00

Mailing fee.. 2.00

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\$44.00

Note.—Affidavit required only if service is made by a person other than a United States Marshal or his Deputy.

[Stamp—Marshal's Civil No. 7073]

[fol. 172]

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil No. 65-30

[Title omitted]

ANSWER TO CROSS CLAIM—Filed May 14, 1965

Defendants Theron Nauta and Greyhound Lines, Inc., for answer to the Cross Claim of defendant Mary Ann Pankow, deny each and every allegation contained therein

[File endorsement omitted]



and the whole thereof except as admitted in the Answer and Cross Claim filed on behalf of defendant Greyhound Lines, Inc.

Wherefore, having fully answered the Cross Claim of defendant Mary Ann Pankow, defendants Theron Nauta and Greyhound Lines, Inc. pray that she take nothing thereby.

Koerner, Young, McColloch & Dezendorf, John Gordon Gearin, Kaye C. Robinette, Attorneys for defendants Greyhound Lines, Inc. and Theron Nauta, 800 Pacific Building, Portland, Oregon 97204.

[fol. 173] CERTIFICATE OF SERVICE BY MAIL (omitted in printing).

[fol. 178]

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
Civil No. 65-30

[Title omitted]

MOTION TO DISMISS, OR, IN THE ALTERNATIVE, FOR  
CHANGE OF VENUE—Filed May 17, 1965

Come Now the defendants Katherine Tashire; Eva Smith, Harry Smith, Lillian G. Fisher, Barbara McGalliand, Doris Rogers, Gail R. Gregg, and Richard L. Walton, heir of Sue M. Walton, and move the Court as follows:

For an order dismissing the plaintiff's action in the nature of interpleader and for an order dissolving any temporary restraining order heretofore entered by this court, upon the ground and for the reason that it appears from the pleadings in this cause that the court lacks jurisdiction of the parties; and,

[File endorsement omitted]

In the alternative, these defendants move this court for an order changing the venue of this cause from the District of Oregon to the Northern District of California.

Green, Richardson, Green & Griswold, By James B. Griswold.

[fol. 181] Affidavit of Service (omitted in printing).

[fol. 182]

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil No. 65-30

[Title omitted]

MOTION IN LIMINE TO QUASH AND DISMISS, OR, IN THE ALTERNATIVE, FOR CHANGE OF VENUE—Filed May 21, 1965

Comes Now the defendant Donald Wood and appearing specially, moves the Court as follows:

For an order quashing service of process and the orders to show cause allegedly served upon the defendant Donald Wood upon the ground and for the reason that it appears from the records in this Court and cause that no personal service was had upon the defendant Donald Wood, and for an order dismissing the plaintiff's action in the nature of interpleader and for an order dissolving any temporary restraining order heretofore entered by this Court upon the ground and for the reason that it appears from the pleadings in this cause that the Court lacks jurisdiction of the parties; and in the alternative, this defendant moves this Court for an order changing the venue of this cause from the District of Oregon to the Northern District of California.

Nels Peterson, Nick Chaivoe, Donald H. Londer,  
Mercedes F. Deiz, By Nick Chaivoe.

[File endorsement omitted]

[fol. 188] Affidavit of Service (omitted in printing).

[fol. 193]

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

1 June 1965

East, J.

Reporter, JM; Deputy, DER

Civil No. 65-30

STATE FARM FIRE &amp; CASUALTY CO.

vs.

ELLIS CLARK, et al.

BLOTTER ENTRY OF HEARING ON MOTIONS TO DISMISS

Pltfs Attys—Otto Skopil.

Defts Attys—John Gearin, Mercedes F. Deiz, James Griswold.

Record of hearing on motions of Defts Katherine Tashire etc; Donald Wood and Henry Carey, et al. to dismiss order denying motions to dismiss.

Record of hrg on motions of Defts Katherine Tashire et al.; Donald Wood and Henry Carey et al. for change of venue.

Order continuing motions for change of venue until further order of court.

Record of hrg on motion of Donald Wood to quash service of summons etc.

Order continuing motion to quash until amended substituted service acquired.

[fol. 194]

## IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil No. 65-30

[Title omitted]

ORDER—June 1, 1965

This matter having come on to be heard on the 1st day of June, 1965, before The Honorable William G. East upon the motion of the defendants Katherine Tashire, Eva Smith, Harry Smith, Lillian G. Fisher, Barbara McGalliand, Doris Rogers, Gail R. Gregg, and Richard L. Walton, heir of Sue M. Walton to dismiss or, in the alternative, for change of venue and for an order dissolving the temporary restraining order heretofore entered, and upon defendant Donald Wood's motion to dismiss plaintiff's action in the nature of interpleader or, in the alternative, for change of venue and for an order dissolving any restraining [fol. 195] order heretofore entered, and upon the motion of defendants Henry Carey and Burl Simington to withdraw answer and to dismiss plaintiff's action or, in the alternative, for change of venue, the defendants Tashire, Smith, Fisher, McGalliand, Rogers, Gregg, and Walton appearing by James B. Griswold, the defendant Wood appearing by Nick Chaivoe, the defendants Carey and Simington appearing by Mercedes F. Deiz, and the defendant Greyhound Lines, Inc. appearing by John Gordon Gearin, and the plaintiff appearing by Otto R. Skopil, Jr., and the Court being advised in the premises, now, therefore,

It is Ordered that the defendants', Katherine Tashire, Eva Smith, Harry Smith, Lillian G. Fisher, Barbara McGalliand, Doris Rogers, Gail R. Gregg, and Richard L. Walton, heir of Sue M. Walton; motion to dismiss the

[File endorsement omitted]



action and dissolve the restraining order be and the same is hereby denied, and that the defendant Donald Wood's motion to dismiss the action and dissolve the restraining order be and the same is hereby denied, and that the defendants' Henry Carey and Burl Simington motion to dismiss the action be and the same is hereby denied.

It is further Ordered that the alternative motion filed by each of the aforementioned defendants to change the venue of this cause be and the same is hereby continued.

Dated this 1st day of June, 1965.

William G. East, District Judge.

Presented by: Otto R. Skopil, Jr., Of Attorneys for plaintiff.

[fol. 204]

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil No. 65-30

[Title omitted]

NOTICE OF APPEAL OF KATHERINE TASHIRE, ET AL.  
—Filed June 30, 1965

Notice Is Hereby Given that the defendants Katherine Tashire, Eva Smith, Harry Smith, Lillian G. Fisher, Barbara McGalliard, Doris Rogers, Gail R. Gregg, and Richard L. Walton, heir of Sue M. Walton, hereby appeal to the United States District Court for the Ninth Circuit from the order entered herein on June 1, 1965, denying these defendants' motion to dissolve the temporary restraining order heretofore entered by this court and denying

[File endorsement omitted]

these defendants' motion to dismiss plaintiff's action in the nature of interpleader.

Green, Richardson, Green & Griswold, By James B. Griswold.

[fol. 206]

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

Civil No. 65-30

[Title omitted]

DESIGNATION OF CONTENTS OF RECORD ON APPEAL  
—Filed June 30, 1965

Come Now defendants Katherine Tashire, Eva Smith, Harry Smith, Lillian G. Fisher, Barbara McGalliard, Doris Rogers, Gail R. Gregg, and Richard L. Walton, heir of Sue M. Walton, appellants in the above matter, and designate the following portions of the record in this cause to be contained in the record on appeal:

- (1) Plaintiff's pleading titled, "Action in the Nature of Interpleader;"
- (2) All documents relating to methods and means of service of process on those defendants listed in Paragraph 8 of plaintiff's pleading;
- (3) Restraining Order dated May 3, 1965;
- (4) Motion of these defendants to dissolve the temporary restraining order and to dismiss plaintiff's action, or in the alternative, for change of venue;
- (5) Order dated June 1, 1965.

Green, Richardson, Green & Griswold, By James B. Griswold.

[File endorsement omitted]

[fol. 207] Certificate of Service (omitted in printing).

[fol. 210]

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

Civil No. 65-30

[Title omitted]

NOTICE OF APPEAL OF DONALD WOOD—Filed June 30, 1965

Notice Is Hereby Given that the defendant Donald Wood hereby appeals to the United States District Court for the Ninth Circuit from the order entered herein on June 1, 1965, denying this defendant's motion to dissolve the temporary restraining order heretofore entered by this Court and denying this defendant's motion to dismiss plaintiff's action in the nature of interpleader.

Nels Peterson, By: Nick Chaivoe.

[File endorsement omitted]

[fol. 211]

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

Civil No. 65-30

[Title omitted]

DESIGNATION OF CONTENTS OF RECORD ON APPEAL—  
Filed June 30, 1965

Comes Now defendant Donald Wood, appellant in the above matter, and designates the following portions of the record in this cause to be contained in the record on appeal:

- (1) Plaintiff's Action in the Nature of Interpleader;
- (2) Restraining Order dated May 3, 1965;

[File endorsement omitted]

- (3) All Documents, Return Cards, or any other Indicia of Service on the Non-Resident Alien Citizens and Residents of Canada;
- (4) Motion of this defendant to dissolve the temporary restraining order and to dismiss plaintiff's action, or in the alternative, for change of venue;
- (5) Order dated June 1, 1965.

Nels Peterson, By: Nick Chaivoe.

[fol. 212] Certificate of Service (omitted in printing).

[fol. 214]

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

Civil No. 65-30

[Title omitted]

DESIGNATION BY APPELLEE OF ADDITIONAL MATTERS TO BE  
INCLUDED IN RECORD—Filed July 9, 1965

To the Clerk of the above-named Court:

Appellee, as authorized by Rule 75(a) of the Federal Rules of Civil Procedure, designates the following additional matters to be included in the record on appeal in this action, in addition to those already designated by appellants:

- (1) The remaining complete record and proceedings in this action.

Dated July 7, 1965.

Williams, Skopil & Miller, By Otto B. Skopil, Jr.,  
Of Attorneys for Appellee, Capitol Tower, Salem,  
Oregon.

[File endorsement omitted]

[fol. 215] Certificate of Service (omitted in printing).



## UNITED STATES DISTRICT COURT

Civil Docket 65-30

Jury demand date: Mar. 25, 1965—Deft.

## DOCKET ENTRIES

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STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff,

vs.

ELLIS D. CLARK, KENNETH GLASGOW, THERON NAUTA, ALICE ATTNEAVE, JAMES BRIGGS, GLADYS BUSHYHEAD, HENRY CAREY, MAXINE CAREY, MARY SHISEFSKI, LILLIAN G. FISHER, MILDRED FORRESTER, CLEO FOSTER, GAIL R. GREGG, GLADYS HART, GARY L. HENRY, HELEN C. HOHEN-SINNER, EDWARD HOLLENBECK, RICHARD E. A. JAMES, MARY ANN JONES, BARBARA MCGALLIAND, MARIA MARTIN, THOMAS MERRICK, ZOLA MOYDEN, MARY POOLEY, DORIS ROGERS, ALLAN SCHMIDT, BURL SIMINGTON, MAGGCHELTSE SMIT, EVA SMITH, HARRY SMITH, JENNIFER SIBBIT, KATHERINE TASHIRE, RONALD N. TATE, LUCILLE WEST-OVER, RICHARD L. WALTON, JOHN DOE WILSON, DONALD WOOD, JOHNATHON ZIADY, GREYHOUND LINES, INC., Defendants.

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Call Date 4/19/65

## For plaintiff:

Williams, Skopil &amp; Miller, Pioneer Trust Building, Salem, Oregon.

## Defendant's Attorneys:

## Deft. Ziady:

C. J. Ziady, 276 32nd Ave., San Francisco, 21, Cal.

Jonathan Ziady, 608 E. 15th St., Eugene, Ore.

For Defendant: Nauta:

Hugh B. Collins, 107 East Main Street, Medford, Oregon.

For Greyhound Lines, Inc.:

John Gordon Gearin, McColloch & Dezendorf & Spears,  
800 Pacific Bldg.

For: Defts. Mary Pooley and Marie Martin.

Pozzi, Levin & Wilson, 808 Standard Plaza

Sterbick, Manza, Mocerri & Sterbick, 2624 South 38th  
Street, Tacoma, Wash.

For Defts. Mary Chisefski and Edward Hollenbeck:

Wm. A. Babcock, 1210 South A. St., Springfield.

Leep & Saunders, P. O. Box 1041, 1440 West Street,  
Redding, Calif.

For deft: Gary L. Henry:

E. B. Sahlstrom, J. Michael Starr, 140 South Park,  
Eugene, Oregon.

For deft. James Briggs:

Donald E. Hershiser, Hershiser, McMenamin, Blyth &  
Jones, 516 Oregon Bank Building.

For deft. Maxine Carey:

Richard Holt, Box W, Issaquah, Wash.

For defts. Henry Carey, Burl Simington

Nels Peterson, Mercedes F. Deitz, 300 S. W. Madison.

For deft. Helen C. Hohensinner:

Pozzi, Levin & Wilson, 808 Standard Plaza Bldg.

Steele and McGoffin, 706 Puget Sound Bank Bldg., Ta-  
coma, Wash.

James B. Griswold, Green, Richardson, Green & Gris-  
wold, 1003 Corbett Bldg.

For defts. Donald Wood, Mary Chisefski and Edward Hol-  
lenbeck

Nick Chaivoe, Nels Peterson, 300 S. W. Madison Street  
97204

[fol. 227]

*Date*

*Proceedings*

1965

- Jan. 22 Filed complaint
- 22 Filed plaintiff's motion for order to show cause
- 22 Filed and entered order to show cause why order  
of this Court should not be entered temporarily  
restraining
- 22 Filed praecipe re service of summons
- 22 Issued summons to Marshal for service on defen-  
dants in Oregon
- 25 Issued summons to Marshal for service on defen-  
dants in Washington
- 25 Issued summons to Marshal for service on defen-  
dants in California
- 25 Issued summons to Marshal for service on defen-  
dant Gary L. Henry in South Dakota
- 25 Issued summons to Marshal for service on defen-  
dant Zola Moyden in Montana
- 27 Filed praecipe for issuance of summons on Cana-  
dian defendants
- 27 Mailed summons to defendants in Canada by  
registered mail, return receipts requested
- Feb. 5 Filed first interrogatories of defendant Nauta
- 11 Filed defendant Nauta motion to dismiss

## Date

## Proceedings

1965

- Feb. 12 Filed summons with Marshal's return on defendants in Canada
- 12 Filed defendant Greyhound Lines, Inc. motions and objection to issuance of temporary restraining order
- 18 Filed plaintiff's statement of reasons and authorities in opposition to motions of defendants Nauta and Greyhound
- 18 Filed answer and cross-claim of defendant Maria Martin
- 18 Filed answer and cross-claim of defendant Mary Pooley
- 18 Filed affidavit of service by mailing of Virginia M. Fauver
- 18 Filed appearance of C. J. Ziady
- 19 Entered order striking pending motions set week of 2/23 and reset week of 3/15/65
- 25 Filed defendant's motions and objection to issuance of temporary restraining order
- 26 Filed stipulation for extension of time in which to reply to interrogatories
- 26 Filed and entered order allowing extension of time to reply to interrogatories
- Mar. 2 Filed notice of appearance of defendants Mary Pooley and Maria Martin
- 4 Filed answer of Gary L. Henry
- [fol. 228]
- 4 Filed supplementary appearance of Jonathan Ziady



*Date**Proceedings*

1965

- Mar. 15 Filed notice of appearance of Mary Chaisefski and Edward H. Hollenbeck
- 15 Record of hearing on motion of Hugh Collins to dismiss; entered order denying motion (m 3/17/65)
- 15 Record of hearing on motion and objections to issuance of temporary restraining order; entered order that it is premature as time for service has not expired (m 3/17/65)
- 15 Record of motion to dismiss and objection to show cause withdrawn by Greyhound (m 3/17/65)
- 15 Record of motion for permission of Greyhound to file cross-complaint and segregate issue of liability; entered order allowing motion to file cross complaint within 10 days (m 3/17/65)
- 15 Entered order setting for call 5/17/65 for status report (m 3/17/65)
- 17 Filed defendant Greyhound Lines, Inc. answer to cross-claim and counter-claim of defendant Hohensinner
- 18 Filed answer of defendants Henry Carey and Burl Simington
- 24 Filed answer of Defendant James Briggs
- 25 Filed answer, cross-claims for declaratory relief and demand for trial by jury Greyhound Lines
- 25 Filed defendant Greyhound Lines, Inc. motion for order to show cause within 45 days of the date service why an injunction should not issue restraining plaintiff and co-defendants

*Date**Proceedings*

1965

Mar. 25 Filed and entered order to show cause within 45 days

[fol. 229]

29 Filed answer and cross claim of defendant Hohensinner

Apr. 1 Filed answer and cross claim of defendant Hohensinner

13 Filed summons with Marshal's return, Zola Moyden

13 Filed summons with Marshal's return, James Briggs

13 Filed summons with Marshal's return, Gary L. Henry

13 Filed summons (9) Western District of Washington with Marshal's return

13 Filed summons (8) Northern District of California, 1 "unexecuted", Gladys Hart

13 Filed summons (7) District of Oregon

13 Filed stipulation to file answer and cross claim

13 Filed answer and cross claim of defendant Mary Ann Jones

13 Filed praecipe for issuance of summons

14 Issued summons for service on defendants Clark, Glasgow, Nouta & Greyhound Lines, Inc. on answer and cross-claim of defendant Mary Ann Jones to Marshal Greyhound Lines, Inc.

16 Filed certificate of service by mail attorney for defendant Henry Carey

16 Filed Greyhound Lines, Inc. certificate of service by mail on defendant James Briggs

*Date**Proceedings*

1965

- Apr. 16 Filed Greyhound Lines, Inc. certificate of service by mail on defendant Edward Hollenbeck
- 16 Filed Greyhound Lines, Inc. certificate of service by mail on defendant Mary Shisefski
- 16 Filed Greyhound Lines, Inc. certificate of service by mail on defendant Gary L. Henry
- 16 Filed Greyhound Lines, Inc. certificate of service by mail on defendant Maria Martin
- 16 Filed Greyhound Lines, Inc. certificate of service by mail on defendant Mary Pooley
- 16 Filed Greyhound Lines, Inc. certificate of service by mail on defendant Helen C. Hohensinher
- 16 Filed Greyhound Lines, Inc. certificate of service by mail on defendant Burl Simington
- 19 Filed summons with Marshal's return, Gladys Hart
- 19 Entered order placing Objections to issuance of temporary restraining order on motion calendar 4/26/65 before Judge Kilkeny
- 20 Entered order striking from motion calendar of 4/26 and order setting all motions, objections and related matters for hearing on 5/17/65
- [fol. 230]
- 26 Filed and entered order denying motion of defendants Mary Chaisefski and Edward Hollenbeck to set aside order to show cause and dismiss complaint; and further order that objections of defendants to issuance of temporary restraining order are overruled.
- 26 Filed acceptance of service on behalf of defendant Maxine Carey

*Date**Proceedings*

1965

- Apr. 28 Filed statement of reasons and authorities in opposition to motions of defendants Chisefski and Hollenbeck
- 30 Filed plaintiff's answers to interrogatories of defendant Nauta
- May 3 Filed and entered order temporarily restraining defendants, except Gladys Hart, from instituting or prosecuting any proceedings in any state or U.S. Court affecting the property or obligation involved in this interpleader action, etc.
- 5 Filed Marshal's return on service of writ, Gladys Hart, "unexecuted"
- 10 Filed defendant Greyhound Lines, Inc. certificate of service by mail
- 12 Filed praecipe for issuance of summons
- 14 Filed defendant's Theron Nauta and Greyhound Lines, Inc. answer to cross-claim.
- 14 Filed summons with Marshal's return
- 17 Filed defendants motion to dismiss, or in the alternative for change of venue
- 17 Filed defendants Henry Carey and Burl Simington motion to withdraw answer to dismiss, or, in the alternative, for change of venue
- 17 Record of counsel reporting status of case
- 17 Filed defendant Greyhound Lines, Inc. certificate of service by mail
- 21 Filed defendant Donald Wood motion in limine to quash and dismiss, or, in the alternative, for change of venue



*Date**Proceedings*

1965

May 28 Filed plaintiff's response to motions of defendants Carey, Simington, Wood, Tashire, Eva Smith, Harry Smith, Fisher, McGalliland, Rogers, Gregg and Walton

28 Filed plaintiff's affidavit of service by mail

28 Filed praecipe re issuance of summons on defendant Gladys Hart

June 1 Filed affidavit in support of motion for change of venue or for reference of suit to State Court

1 Record of hearing on motions of defendants Katherine Tashire, Donald Wood and Henry Carey, et al to dismiss; entered order denying motions to dismiss (m 6/2/65)

1 Record of hearing on motions of defendants Katherine Tashire, Donald Wood and Henry Carey, et al for change of venue; entered order continuing motions for change of venue until further order of court (m 6/2/65)

[fol. 231-2]

1 Record of hearing on motion of Donald Wood to quash service of summons, ect.; entered order continuing motion until amended substituted service acquired (m 6/2/65)

8 Filed order denying defendant's motion to dismiss action and dissolve restraining order and that defendant Donald Wood's motion to dismiss action, etc. be denied and that defendants Henry Carey and Burl Simington motion to dismiss action be denied; further order that alternative motion filed by defendants to change venue of this cause be continued

Date

Proceedings

1965

- June 11 Filed summons with Marshal's return, Ellis Clark
- 11 Filed certificate of service by mail to attorney Nick Chaivoe, Portland
- 11 Filed certificate of service by mail to attorney Hugh B. Collins, Medford
- 14 Filed summons with Marshal's return, Gladys Hart
- 21 Filed amended return of service by Marshal on defendant Donald Wood
- 28 Filed defendants Lucille Westover, Richard E. A. James and heirs of Jean Goudie Wilson motion to dismiss, or motion to quash return of service of summons, and motion for dissolution of restraining order
- 30 Filed Notice of Appeal by defendants Tashire, Eva Smith, Harry Smith, Fisher, McGalliand, Rogers, Gregg and Walton.
- 30 Filed Bond for Costs on Appeal
- 30 Filed Designation of Record on Appeal by defendants Tashire, et al (served)
- 30 Filed Notice of Appeal by defendant Donald Wood (served)
- 30 Filed Cost Bond on Appeal
- 30 Filed Designation of Contents of Record on Appeal by defendant Wood (served)
- July 1 Mailed copies of Notice of Appeal by defendants Tashire, et al to all counsel set forth in letter of James B. Griswold dated June 30, 1965
- 8 Filed seventeen (17) summons' with Marshal's return

*Date**Proceedings*

1965

- July 9 Filed designation by appellee of additional matters to be included in record
- 9 Filed Certificate of Janeta M. Stone of service by mail
- 9 Filed notice of hearing on order of default 7/30/65, 9:30 A.M. by Greyhound Lines
- 15 Filed defendants Lillian G. Fisher, Doris Rogers, Gail R. Gregg and Richard L. Walton motion for order dissolving and setting aside restraining order dated 5/3/65
- 16 Filed plaintiff's response to motions of defendants Lucille Westover, Richard E. A. James, and the heirs of Jean Goudie Wilson, Lillian G. Fisher, Doris Rogers, Gail R. Gregg, and Richard L. Walton
- 16 Filed answer of defendant James Briggs to cross-claim of Greyhound Lines, Inc.
- [fol. 233]
- 19 Filed James B. Griswold affidavit of service of motion for order dissolving and setting aside restraining order
- 19 Record of hearing on motion of defendants Lillian G. Fisher, et al for order dissolving and setting aside restraining order dated 5/3/65; entered order granting leave to parties to institute proceedings and secure service of summons, etc. in other jurisdictions
- 19 Record of hearing on motion of Lucille Westover, et al to dismiss, or motion to quash return of service of summons, and motion for dissolution of restraining order; entered order denying motion to dismiss, etc.

## Date

## Proceedings

1965

- July 19 Record of hearing of oral motion of defendant Wood to quash service of summons, etc.; entered order taking under advisement
- 19 Entered order setting case for call 1/3/66
- 19 Entered order striking hearing on order of default 7/30/65 and resetting to 9/7/65, 9:30 A.M. before Judge East
- 19 Filed order granting leave to parties to institute proceedings and secure service of summons, etc. in other jurisdictions in re motion for order dissolving and setting aside restraining order dated 5/3/65
- 20 Filed substitution of attorney Nels Peterson as attorney of record of defendants Mary Chisefski and Edward Hollenbeck in place of William A. Babcock
- 22 Filed amended answer, counter claim and cross claim of defendant Hohensinner and demand for jury trial
- 22 Filed amended answer, counter claim and cross claim of defendant Mary Pooley and demand for jury trial
- [fol. 234]
- 22 Filed amended answer, counter claim and cross claim of defendant Maria Martin and demand for jury trial
- 22 Filed certificate of service by mail of Janeta M. Stone
- 23 Filed answer of defendant Greyhound Lines, Inc. to counterclaim and cross-claim of defendant Hohensinner



*Date**Proceedings*

1965

- July 23 Filed answer of defendant Greyhound Lines, Inc. to counterclaim and cross-claim of defendant Mary Pooley
- 23 Filed answer of defendant Greyhound Lines, Inc. to counterclaim and cross-claim of defendant Maria Martin
- 26 Filed praecipe reservice of summons Donald Wood
- 26 Issued 2 summons for Donald Wood—to Marshal
- 28 Filed and entered order to release record for photocopying (on stipulation)
- 29 Filed defendant Maxine Carey answer to plaintiff's complaint and counter claim and cross complaint
- Aug. 6 Filed plaintiff's motion for extension of time within which to file the transcript of record
- 9 Filed defendants Theron Nauta and Greyhound Lines, Inc. answer to cross-complaint of defendant Maxine Carey
- 9 Filed notice of appearance of McColloch, Dezen-dorf & Spears for and on behalf of defendant Theron Nauta with respect to cross-complaints
- 9 Filed and entered order extending time to and including 9/9/65 within which plaintiff may file transcript of record
- 17 Filed motion of defendants Mary Shisefski, Edward Hollenbeck and Zola Mayden for order to join, dismiss and to dissolve temporary restraining order and to join in the appeal from order denying the same

*Date**Proceedings*

1965

- Aug. 17 Filed motion of defendants Mary Shisefski, Edward Hollenback, Zola Mayden, Burl Simington and Henry Carey for order to stay all further proceedings on defendant Greyhound Lines' cross claim for declaratory relief and order to show cause *(attached to above motion)*
- 25 Entered order striking hearing on order of default 9/7/65 and resetting to 9/20/65, 9:30 A.M.
- 25 Entered order striking defendants Shisefski, et al motion for leave to join, to dismiss, etc. from motion calendar 9/7/65 and resetting to 9/20/65, 9:30 A.M.
- 31 Filed amended answer, counter claim and cross claim of defendant Gary L. Henry, and demand for jury trial
- [fol. 235] 31 Filed Clerk's copy of Reporter's Transcript of Proceedings of June 1, 1965
- [fol. 236] Clerk's Certificate (omitted in printing).

[fol. 245]

IN THE UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

No. 20,380

KATHRYN TASHIRE, EVA SMITH, HARRY SMITH, LILLIAN G. FISHER, BARBARA MCGALLIAND, DORIS ROGERS, GAIL R. GREGG, RICHARD L. WALTON, heir of SUE M. WALTON, and DONALD WOOD, Appellants,

vs.

STATE FARM FIRE AND CASUALTY COMPANY,  
and GREYHOUND LINES, INC., Appellees.

Appeal from the United States District Court  
for the District of Oregon

Before: Barnes and Jertberg, Circuit Judges, and  
Mathes, Senior District Judge

OPINION—June 30, 1966

Mathes, Senior District Judge:

This appeal from an interlocutory order of the United States District Court for the District of Oregon, refusing to dissolve a restraining order issued under 28 U.S.C. §2361, arises out of a California accident between an automobile driven by one Ellis D. Clark and a Greyhound Lines bus operated by one Theron Nauta. Following this accident Clark's insurer, appellee State Farm Fire and Casualty Company, instituted an "Action in the Nature of Interpleader" in the District Court, asserting Federal jurisdiction under 28 U.S.C. §§1332 and 1335, and naming as defendants the insured Clark, Greyhound Lines, bus driver Nauta, the owner of Clark's vehicle, and thirty-five bus passengers or their personal representatives.

[fol. 246] Appellee State Farm's complaint "in the nature of interpleader" [28 U.S.C. §1335(a)] alleges that the insurer is incorporated and has its principal place of business in the State of Illinois, and that defendants are citizens of various provinces of Canada and of states other than Illinois. The complaint further alleges that defendants are, or claim to be, injured as a result of the California collision between the Clark vehicle and the Greyhound bus, or otherwise have or claim to have, an interest in the automobile insurance policy issued by State Farm to Clark.

This policy provides for personal liability coverage for bodily injury limited to \$10,000 for each person and \$20,000 for each occurrence. Appellee State Farm also alleges that, at the time of filing of the complaint, at least four actions had already been commenced in the California courts against Clark and others, seeking recovery of total damages exceeding one million dollars, with additional suits anticipated; and that if the legal liability of the insured Clark for all or most of the injuries and deaths resulting from the accident were to be established, the amount of such liability would substantially exceed the policy limits.

Appellee State Farm deposited with the Clerk of the District Court the sum of \$20,000, representing the face amount of its policy to Clark, to be distributed by the Court to the extent needed to satisfy the claims of the defendants, subject to being reclaimed upon a finding that State Farm's coverage under the policy did not extend to Clark under the circumstances. However, State Farm does not admit any coverage under its policy or any liability on the part of its insured Clark. The prayer of the complaint is that the defendants who claim injury or damage be required to interplead and establish their respective claims, that an injunction issue restraining the parties from instituting or prosecuting any suits against Clark or State Farm in any other State or Federal Court, and that State Farm otherwise be discharged from all liability and duties under the contract of insurance, including the duty to defend lawsuit against the insured Clark.



The District Court, upon motion of State Farm and after a hearing, issued an order under 28 U.S.C. §2361 restraining appellants and other defendants "from instituting or prosecuting any proceedings in any state or United States [fol. 247] Court affecting the property or obligation involved in this interpleader action, and specifically against instituting or prosecuting any proceeding against the plaintiff [State Farm] or any of the defendants who may constitute the plaintiff's assured." Appellants moved to dissolve this restraining order. Their motion was denied, and this appeal followed.

After notices of appeal had been filed, the Court modified the restraining order to permit any defendant to file an action against the plaintiff, State Farm, or against any defendant, but at the same time continued the injunction in force as to all defendants "from further prosecuting any such actions . . . , and specifically against further prosecuting any proceedings against the plaintiff or defendants Ellis D. Clark, Greyhound Lines, Inc., or Theron Nauta."

This Court has jurisdiction to entertain this appeal by virtue of 28 U.S.C. §1292(a)(1), which permits appeals from interlocutory orders of the District Court "refusing to dissolve . . . injunctions." [See: *John Hancock Mut. Life Ins. Co. v. Kraft*, 200 F.2d 952 (2d Cir. 1953); *Missouri-Kansas-Texas R. Co. v. Randolph*, 182 F.2d 996 (8th Cir. 1950).]

Section 1335 of Title 28 of the United States Code provides in part that: "The district courts shall have original jurisdiction of any civil action of interpleader or in the nature of interpleader . . . if (1) Two or more adverse claimants, . . . are claiming or may claim to be entitled . . . to any one or more of the benefits arising by virtue of any . . . policy . . . ." Whether or not an insurance company is subject to claims within §1335 is a question to be determined by State law. [See *Brillhart v. Excess Ins. Co.*, 316 U.S. 491, 496 (1942).]

State Farm's policy, attached to the complaint, provides that the insurer will "pay on behalf of the insured all sums

which the insured shall become legally obligated to pay", but expressly limits this obligation with a "no action" clause specifying that: "No action shall lie against the company: . . . until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured, after actual trial or by written agreement of the insured, the claimant and the company."

[fol. 248] Moreover, under the law of California where the accident occurred, and of Oregon where the insurance contract was entered, a direct action against the insurer is not allowable until after the claimant shall have secured a final judgment against the insured. [See: Calif. Ins. Code §§11580(b)(2), 11581; Oregon Revised Statutes §23.230.]

In states such as Louisiana, on the other hand, where direct action by an injured person against the insurer as "joint tortfeasor" is provided for by statute, interpleader jurisdiction can be sustained in the absence of a judgment against the insured, since the direct-action statute gives claimants against the insured the status also of claimants against the insurer. [See *Pan American Fire & Cas. Co. v. Revere*, 188 F.Supp. 474 (E.D. La. 1960).] The "direct-action" statutes thus serve to underscore the correctness of our view that, in a case such as that at bar, a party may not "claim to be entitled . . . to one or more of the benefits arising by virtue of any . . . policy" until after his claim against the insured has been reduced to final judgment. [See: *National Cas. Co. v. Ins. Co. of North America*, 230 F.Supp. 617 (N.D. Ohio 1964); *American Indemnity Co. v. Hale*, 71 F.Supp. 529 (W.D. Mo. 1947); *contra*, *Commercial Union Ins. Co. of New York v. Adams*, 231 F.Supp. 860 (S.D. Ind. 1964).]

It should also be noted that under Rule 22(1) of the Federal Rules of Civil Procedure, which applies to actions founded upon the diversity-of-citizenship provisions of 28 U.S.C. §1332 [see *Sec. Bank v. Walsh*, 91 F.2d 481 (9th Cir. 1937)], only "persons having claims against the plaintiff [insurer] may be joined as defendants and required to interplead . . . ." Which is to say that only persons having

actionable [presently judiciable] claims against the plaintiff "may be . . . required to interplead." For the reasons already stated, then, with respect to their lack of status as "claimants" under 28 U.S.C. §1335, appellants cannot of course be said to be persons "having claims" against the insurer who may be joined as defendants and required to interplead under Rule 22(1).

Since appellants are not "claimants" within the jurisdictional requirements of 28 U.S.C. §1335, and are not "persons having claims against the plaintiff" within the permissive grant of Rule 22(1), the interlocutory order appealed from [fol. 249] must be reversed, the restraining order issued under 28 U.S.C. §2361 must be dissolved, and this "action in the nature of interpleader" must be dismissed for lack of jurisdiction over the subject matter. [See: *Treines v. Sunshine Mining Co.*, 308 U.S. 66 (1939); Fed.R.Civ.P. 12(b)(1), 12(h)(2).]

The conclusion we have reached makes it unnecessary to consider other contentions, including those as to service of process. [See: 28 U.S.C. §§1397, 1655, 2361; Fed.R.Civ.P. 4(e), 22.]

For the reasons stated, the order appealed from will be reversed, with directions to the District Court to dissolve all restraining orders now in force and dismiss the action for lack of jurisdiction over the subject matter.

[fol. 250]

IN THE UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT  
No. 20,380

KATHRYN TASHIRE, et al., Appellants,

vs.

STATE FARM FIRE AND CASUALTY COMPANY, and  
GREYHOUND LINES, INC., Appellees.

Appeal from the United States District Court for the  
District of Oregon.

JUDGMENT—June 30, 1966

This Cause came on to be heard on the Transcript of the  
Record from the United States District Court for the Dis-  
trict of Orgeon, and was duly submitted.

On Consideration Whereof, It is now here ordered and  
adjudged by this Court, that the judgment of the said  
District Court in this Cause be, and hereby is reversed with  
directions to the said District Court to dissolve all restrain-  
ing orders now in force and dismiss the action for lack of  
jurisdiction over the subject matter.

Filed and entered June 30, 1966

[fol. 251] Clerk's Certificate to foregoing transcript  
(omitted in printing).



[fol. 252]

SUPREME COURT OF THE UNITED STATES

No. 391—October Term, 1966

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STATE FARM FIRE AND CASUALTY COMPANY, et al.,  
Petitioners,

v.

KATHRYN TASHIRE, et al.

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ORDER ALLOWING CERTIORARI—October 10, 1966

The petition herein for a writ of certiorari to the United States Court of Appeals for the Ninth Circuit is granted, and the case is placed on the summary calendar.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

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